

WORK PARTICIPATION SERVICES FOR OHIO WORKS FIRST (OWF) CASH RECIPIENTS

RFP #SC05-20R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

JUNE, 2020

Deadline for Proposal Registration: July 10, 2020 no later than noon EST

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REQUEST FOR PROPOSAL (RFP)
FOR
WORK PARTICIPATION SERVICES FOR
TANF OHIO WORKS FIRST (OWF) CASH RECIPIENTS

MISSION STATEMENT

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

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job & Family Services (HCJFS) is seeking proposals for the purchase of Services aimed at providing self-sufficiency activity coordination and services for TANF Ohio Works First (OWF) 25 plus years of age, non CCMEP, program customers in the HCJFS caseload, including those working or in school, (except those with Learning, Earning and Parenting (LEAP) assignments and child-only recipients), in accordance with the Hamilton County Works/Self-Sufficiency Activities Plan (see Attachment H).

This Contract is being funded by an Ohio Department of Job & Family Services (ODJFS) TANF block grant which contains federal funds. In addition, the Contract may also utilize other federal, state or local funds.

The Board of County Commissioners (BOCC), Hamilton County, Ohio reserves the right to award multiple Contracts for these services to several different Providers and to award Contracts for all or any portion of the services requested herein. However, HCJFS prefers to contract with one Provider or one lead Provider. The Contract(s) shall be for an initial term of one (1) year ("Initial Term") with three (3) one (1) year renewal options ("Optional Renewal Terms") at the sole discretion of HCJFS. Providers who do not submit pricing for the renewal options will not be disqualified; however, a Contract cannot be awarded for any term where Provider has not

submitted a budget. Providers are encouraged to submit budgets for the renewal options where possible. The purpose of the total four (4) year period is to minimize the cost of the process for Providers and for Hamilton County.

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

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

1.2 Scope of Service

HCJFS seeks services designed to provide all necessary aspects of TANF OWF self-sufficiency activity coordination. These services shall include a thorough customized vocational assessment tools, identification of barriers to employment, coordination of services for barrier removal, assignment to an appropriate work activity, and monitoring and reporting of participation. The Provider will work with the community, training providers, employers and our local OhioMeansJobs(OMJ) to obtain the employment, training and barrier removal services needed to assist TANF OWF participants in achieving self-sufficiency.

HCJFS anticipates that the selected Provider(s) will provide comprehensive welfare to work assessments and services for all work required OWF applicants and recipients in Hamilton County. Current practices, law, and policy drive the scope defined in this RFP. HCJFS will work closely with any selected Provider(s) to amend this agreement as needed to reflect changes in state or federal rule or policy if applicable to the population identified above. For example, HCJFS and Providers' accountability may be increasingly tied to our ability to positively impact our participants intermediate (reduction in barriers, literacy and numeracy gains, new hires) and long term successes (employment, wage gains, job retention, obtainment of credentials) in addition to meeting work participation rates.

Provider(s) may be responsible for other state programming that is similarly enmeshed in OWF work participation activities. Any additional programming, such as CCMEP program related activities, PRC program related activities, may be added to the scope of this contract through mutual agreement of the parties and a formal contract amendment.

The selected Provider(s) will be responsible for providing services directly to customers and for partnering with others to ensure adequate work assignment opportunities exist for all work required participants. Provider(s) may assign any and all customers to employers and/or sites within the community to complete their work participation hours. However, the sites managed directly by the current Provider have been, and may continue to be critical, to HCJFS's high work participation rate. These involve job search/job readiness, work experience and vocational education (computer-based learning in a series of labs) opportunities provided at their main location and, Ohio Means Jobs (OMJ). Internal sites allow for immediate work activity assignment, opportunities to make-up missed participation hours and early participation reporting. Our goal is to provide more structured outcome-based activities and to move away from using unstructured assignments. However, assignment hours may include traditional and nontraditional hours based on an individual's need.

HCJFS expects the selected provider to do the following:

1. Collaborate effectively with HCJFS.
2. Work to meet Federal and State mandates regarding TANF OWF or its successor.
3. Work within state and federal work participation definitions, policies and performance requirements and adapt to associated changes.
4. Help TANF OWF participants become self-sufficient.
5. Anticipate and deliver some level of intensive case management. The expectation is the utilization of meaningful assessment tools for our customer. An upfront appraisal and assessment evaluation could include the identification of ADA related dysfunctions or disabilities and ensures measures are used to determine the outcome is appropriate for the individual.
6. Provide a robust job readiness program.

7. Provide person-centered case management services. There should be a variety of assessment tools to validate a customer's interests, personality, intelligence, aptitude, knowledge and skills. For instance, a tool that measures aptitude, which is the ability to learn and do well in each area, instead of knowledge, can produce a more accurate assessment of clients who have not attended college.

Examples of assessment tools include, but are not limited to, the following:

- a. The General Aptitude Test Battery assesses aptitude in nine work-related abilities.
 - b. The Casey Life Skills self-assessment is designed to help young people take stock and set career goals.
 - c. The ISEEK Skills Assessment rates users in 35 skills and generates occupation matches.
 - d. The Motivational Assessment of Personal Potential (MAPP) self-assessment tool asks users about their employment preferences and generates occupation matches.
8. Work within multiple systems (OBWP, CCIDS, and OnBase) and expect additions and enhancements.
9. Provide case management services for approved OWF Hardship cases.

HCJFS' goal is to work with Provider(s) who are able to deliver this entire continuum of services. However, the BOCC reserves the right to award contracts to successful Providers for all or some of the services proposed.

1.2.1 Population

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease or remain the same. It is anticipated that HCJFS will procure services for approximately 4,154 distinct OWF participants in 2021. HCJFS Work Participation Monitoring for Ohio Works First (OWF) Cash Recipients will serve at any point in time a monthly average of 1,294 TANF OWF consumers. This population may grow or shrink depending on community, policy and economic changes.

1.2.2 Service Components

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

The selected Provider will deliver:

1. Self-sufficiency assignments consistent with the Hamilton County Self-Sufficiency Plan (Attachment H).
2. Employment, work experience, community service, job readiness training, education, alternative activities and barrier removal efforts. The Provider will recruit and/or develop and maintain sufficient and appropriate sites to accommodate the assigned customers
3. Professional and appropriate decisions about self-sufficiency activities and case plans based on the needs/circumstances of each customer, including linkage to day care and referrals to other Providers.
4. Appropriate means of transportation for customers to travel to and from assigned activity sites. This may include bus passes, fuel cards, cash allowances or vehicles operated by the Provider or subcontractor, etc.
5. Management of the transition of customers to employment or work activities, as well as monitoring attendance and providing prompt and accurate return of work participation reports to HCJFS. Provide appropriate level of case management based on the needs of the individual customer to ensure participation, identify and address barriers, and develop working relationships. Multiple touches are required with this population in the form of meetings, letters, phone calls, site visits, etc.
6. An intervention response which ascertains “good cause” (as defined in the Hamilton County Self-Sufficiency Plan (Attachment H) and documentation of all efforts to re-engage customers not complying with their individual case plans.
7. Information and/or recommendations to HCJFS regarding the level of cooperation with customers’ case plans (including attendance at state hearings as necessary to support said recommendations), good cause for any failure and information required to make hardship decisions regarding the extension of time limited OWF benefits.
8. Maintenance of adequate case records. Provider case records shall include, at a minimum:
 - A. The case plan and all subsequent case plan amendments, documenting;

- 1) Customer's name, social security number and recipient identification number;
 - 2) Case activity type (regular, alternative barrier removal);
 - 3) Number of hours customer is required to participate and how those hours will be met (i.e., ten (10) hours employment and twenty (20) hours at the work site);
 - 4) The assigned site (i.e., name, address, contact person, phone number, begin date and days/hours to attend);
 - 5) Signature of the customer and a Provider representative, and date of the agreement;
 - 6) Assessment tools and outcome; and
 - 7) Supportive services allotments.
- B. Case notes or hard copy* information documenting:
- 1) Administrative support provided regarding transportation issues;
 - 2) How identified personal and situational barriers were addressed;
 - 3) Childcare needs were addressed;
 - 4) Actual participation, failure and good cause hours for each month;
 - 5) Outreach/follow-along efforts;
 - 6) Intervention plan for non-compliant customers;
 - 7) How failures were addressed (i.e., good cause or sanction); and
 - 8) Hard copy verification to support assignments (i.e., employment verification, pay stubs, basic medical form, school schedules).

*Provider(s) will scan and index all hard copy documentation into state/county data warehouse (currently OnBase).

The selected Provider(s) will conduct appraisal interview/vocational assessments on all customers referred by HCJFS and ensure the placement of customers in jobs or work assignments. The interview/assessment will include:

1. Triage/screening for substance abuse, mental and physical health issues, domestic violence, learning difficulties and other serious impediments to the ability to function in a work environment; and require the utilization of a meaningful assessment tool for the

customers. Such an upfront appraisal and assessment evaluation would include the identification of ADA related dysfunctions and disabilities. Such customized assessment tools will ensure an outcome that is appropriate for the individual.

2. There should be a variety of assessment tools to validate a customer's interests, personality, intelligence, aptitude, knowledge and skills. For instance, a tool that measures aptitude, which is the ability to learn and do well in each area, instead of knowledge can produce a more accurate assessment of clients who have not attended college.

Such assessment tests include the following:

- A. The General Aptitude Test Battery which assesses aptitudes in nine work-related abilities.
 - B. The Casey Life Skills self-assessment which is designed to help young people take stock of their lives and set career goals.
 - C. The ISEEK Skills Assessment rates users in 35 skills and generates occupation matches.
 - D. The Motivational Assessment of Personal Potential (MAPP) self-assessment tool asks users about their employment preferences and generates occupation matches.
3. Administrative support and intervention/guidance to remove situational barriers such as childcare and transportation.
 4. An estimated 10% of customers will require a more intensive follow up for more serious impediments, such as but not limited to; domestic violence, chemical dependency, learning disabilities, etc. Referrals for the appropriate services to address the barrier must be provided at the point of the barrier(s) identification. The Provider will monitor document and report participation results to HCJFS.
 5. HCJFS shall pay the contract holder an incentive-based sum ranging from \$0 to \$150,000. Within 60 days of the end of each contract year the vendor shall quantify and document success or failure in each of the three (3) measures. Each measure is new to this procurement. Details are in Attachment K.

Incentive #1:

- A. New Employment - 20% of all customers who secure new employment shall retain that employment for at least three (3) months. Employment must be 20 hours or more per week with earnings at or above \$10.50 per hour.
- B. Existing Employment – individuals employed at the start of the contract, January 1, 2021, are included in this measure. Their success is defined as a documented hourly wage increase of 10% or more at the same or any new job.

Incentive #2:

20% of all TANF OWF Participants without a high school equivalency will obtain a GED/HS Diploma. Participants who begin the contract year (1) without a GED/HS Diploma AND (2) not enrolled in high school will earn a GED/HS Diploma. The 2nd, 3rd and 4th renewal years will follow the same criteria.

Incentive #3:

The vendor shall ensure that no fewer than fifty TANF OWF participants secure an industry recognized certification in the contract year. These training will be funded through supportive services. HCJFS shall define “industry recognized certifications” drawing extensively from the resource below.

<http://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements/Industry-Recognized-Credentials/Industry-Recognized-Credentials-by-Career-Field>

1.2.3. Sub-Recipient

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

Indications of a sub-recipient relationship include:

1. Provider determines who is eligible to receive federal financial assistance;
2. Provider has performance measured against whether the objectives of the federal program are met;
3. Provider has responsibility for programmatic decision making;
4. Provider has responsibility for adherence to applicable federal program compliance requirements; and
5. Provider uses the federal funds to carry out its own program as compared to providing goods or services for a program of the pass-through entity.

1.3. Employee Qualifications

1. Work history: All employees who are assigned to this project with HCJFS's customers shall have information on job applications verified. Verification shall include references and work history information.
2. Criminal Record Check: Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport customers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.
3. All completed and documented checks shall be in the employee file. Provider shall ensure that every employee who is responsible for a consumer's care during service delivery will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit the records of Providers to ensure compliance with provisions relating to criminal record checks of Providers' employees described above, by HCJFS or anyone conducting compliance reviews on their behalf.

4. Provider who have been convicted: Employees convicted of, or plead guilty to, any violations contained in ORC 5153.111 (B) (1) may not meet HCJFS' Customers.

2.0 PROVIDER PROPOSAL

Due to the current coronavirus crisis, HCJFS will accept proposals via e-mail for this RFP. Please note that the maximum file size for proposals being submitted is 24MB. Proposals should be sent to the RFP Contact Person at: sandra.carson@jfs.ohio.gov

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

A. Electronic Requirements

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

B. Proposal Organization

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

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

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed total cost Provider is proposing for contract years 1, 2, 3, 4 and 5. The total cost must be supported by the Budget, Attachment C.

2.2 Service and Business Deliverables

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

The selected Provider's performance shall be measured by the following five (5) outcome measures:

1. Monthly reports will be provided to HCJFS in a format and content to be defined by HCJFS. The provider must ensure all participation reports are returned to HCJFS timely, accurate and complete. Work activity will be monitored and documented no less frequently than federally mandated.

Measurement: Participation reports for all consumers will be prepared by the provider and returned to the HCJFS Workforce Development Program Manager accurately, timely and complete. Participation reports must be provided for all customers regardless of the type of assignment.

Accurate: Quality assurance is completed by Provider to ensure participation outcome (sanctions, terminations, pass, fail and good cause hours) reported is correct. And Quality Assurance plan for analyzing the Monthly BI reported data and identify what reports are useful to eliminate others.

Timely: All Family Participation Report will be submitted to HCJFS by 5:00 p.m. on or before the 7th working day of the month for the previous month's participation. The Two Parent Participation Report will be submitted no later than the last day of adverse action in OBWP

Complete: All Reports are submitted, signed and dated, with the appropriate action indicated such as; pass or fail noted, and lists attended, failed, and good cause hours for each assigned hour of participation.

2. 95% of all customers are correctly assigned to an activity as required by the County Self-Sufficiency Plan.

Measurement: Using the Ohio Benefits Worker Portal (OBWP) BI Standard Cognos Work Participation Reports, HCJFS Internal Case Management System, HCJFS OnBase Legacy System and may include BIC Cognos system via Ohio Workforce Case Management System (OWCMS) provided by the State of OHIO and Hamilton County Job and Family Services, HCJFS will conduct a review in order to ascertain the rate at which customers are being appropriately assigned to activities under the requirements of the Hamilton County Works/Self-Sufficiency Activities Plan (Attachment _).

3. Schedule assessment appointments to be conducted within five (5) business days from the date the OWF consumer completes (re)application interview with the HCJFS Eligibility Worker.
4. **Measurement:** Provider will maintain and provide a monthly report on "days out" scheduling to HCJFS and produce a daily case plan update report to HCJFS on newly signed case plans from the prior day. Ensure that there are site opportunities for each consumer. 100% of OWF consumers who are required to participate in a work activity shall have at least one activity option identified for them by the provider.

Measurement: Using State reports

1. JFSR 5007 All Family Participation Rate
2. JFSR 5007 2 Parent Participation Rate
3. JFSR 5008 25 Plus
4. JFSR 5008 25 plus 2 parents
5. JFSR 5008D Work Participation Detail
6. JFSR 5013- Work Activities Assignment Report
7. JFSR 2001-D Benefit Issuance

Workforce Development Program Manager will conduct a review to determine reason case is Under-assigned, unassigned or is assigned to alternative activity. Reason for alternative or lack of assignment should not be due to insufficient sites. HCJFS will monitor time limited assignments and exemptions such as a Single Parent with a Child under 12 months, Job search/Job readiness and Education months. Throughout this document, all cited local, state, and federal reporting tools are subject to change.

5. Maintain work participation rate as high as or higher than other metropolitan counties in the state of Ohio, while incorporating Customer-focused Self-Sufficient initiatives that influence a better outcome. The minimum Federal All Family Work Participation Rate is 50%. The minimum Federal Two Parent Work Participation Rate is 90%.

Measurement: Using the state report (JFSR 5007 Participation Rate Report in addition to other internal reporting tools); the HCJFS All Family Rate will be compared with other Ohio metros on a monthly basis.

2.2.1 Program Components

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

Service Information

1. Describe your ability to meet the scope of services in Section 1.2. Include details of the population you serve, organizational history and experience. Provider should clearly state its competitive advantage and its ability to meet the terms, conditions and requirements defined in this RFP.
2. Outline, briefly, how you plan to help OWF participants to become self-sufficient?
3. How will you anticipate and deliver some level of intensive case management?
4. Describe how you plan to provide a robust job readiness program?
5. Describe how you will provide person-centered case management services while working within multiple systems such as OBWP, OnBase, and an OWF Work Participation monitoring and scheduling system?

6. When a participant has exhausted their 36 months of OWF benefits they may be granted a hardship extension. During this extended period HCJFS expects a dedicated hardship case manager to quickly initiate an appointment that facilitates the completion of an appropriate career assessment, an update of the self-sufficiency contract, preparation for training and employment to move the consumer to a successful outcome. These cases are time-sensitive and specialized and thus should have a single case manager assigned to their oversight. How will you ensure case management for OWF Hardship cases is completed and weekly and monthly progress reports are shared with HCJFS?
7. Describe a person-centered case management system you will create to minimize the number of times a typical customer must see different personnel to have their case fully processed or maintained. HCJFS is specifically interested in providing our customers with a work program where the case management builds strong relationships that help to guide and move the participant to employment and self-sufficiency.
8. Submit work samples of your case management experience with utilization of a customized upfront appraisal and assessment tool designed to identify ADA related disabilities.
9. Hand holding vs. personal responsibility: What are your thoughts on this? How do you plan to meet people where they are and move them towards self-sufficiency? Specify how you plan to use goal setting to help each customer move towards self-sufficiency.
10. Job retention is often a greater challenge than job acquisition. It often brings about the “cliff effect” barrier to self-sufficiency for our customers. How do you plan to tackle the challenge of the cliff affect?
11. A robust (on-or off-site) job readiness program is needed for the customers. Describe how you plan to meet this need. Provide an outline of the curriculum.
12. Developing effective Work Experience Program sites is one of the selected Provider’s responsibilities. Describe how you will do this and who you will target?
13. Describe the community partnerships you would utilize to effectively serve the OWF population.
14. Describe how you plan to work in collaboration with Ohio Means Jobs One Stop service site to leverage those services to provide the customer with training and employment opportunities.

15. ODJFS and HCJFS utilize many applications to determine eligibility for benefits and services and to track information. Providers typically have view only access to these systems. How will you create, track and monitor information and data? For example, case plans, case notes and participation hours. How will this information be made available to HCJFS in order to update required applications?
16. Describe how you will verify hours participated in work activities, ensure accuracy of the work participation data reported to the Department of Health and Human Services (HHS) and maintain participation data.
17. TANF Re-Authorization rules (Section 3107 of the Ohio Revised Code and Section 5101 of the Ohio Administration Code; (<http://codes.ohio.gov>), state that participation requirements begin the day that an OWF application is received at HCJFS. To earn participation credit for the initial application month same day service is a must. Describe how you will meet this challenge.
18. Describe your experience with the target population for this service in respect to:
 - A. screening for issues such as mental health, substance abuse and domestic violence;
 - B. removal of barriers to work participation; and
 - C. assessment and placement in appropriate work activities.
19. Describe how you anticipate this project increasing its effectiveness and enhancing service over the next three (3) years:
 - A. for customers;
 - B. for HCJFS; and
 - C. for OWF caseload reduction.
20. Identify the specific best practices that your organization will use to achieve and maintain a 50% work participation rate while also moving OWF families toward economic self-sufficiency and sustaining employment income. How do you plan to work to meet federal and state mandates while collaborating effectively with HCJFS? Provide information related to prior experience with this or similar work.
21. Please confirm your willingness to utilize an HCJFS created work participation case management database system.

22. HCJFS values short-term trainings for OWF recipients. The trainings should be within one of Southwest Ohio Region's Prioritized Industry Sectors. These include:

- Business and Administrative Support Professions
- Advanced Manufacturing
- Construction and Skilled Trades
- Healthcare and Healthcare Support
- Information Technology
- Recreation and Hospitality
- Distribution & Logistics

Please describe how you plan to connect referrals to approved eligible training providers such as those identified by the Southwest Ohio Region Workforce Investment Board. Confirm that if selected you will actively coordinate any customer transfers with the CCMEP vendor to ensure that participants are never accountable to multiple vendors.

23. Describe your existing capacity to support a complex and timely set of tracking and reporting requirements for OWF work participants. The selected vendor will be required to perform data entry/updates into local databases. This will include both daily and monthly reports involving assignments, cooperation and participation.

24. Please confirm that if selected you shall identify, for HCJFS, any funds spent by the vendor from other sources on behalf of these TANF OWF participants.

25. The selected vendor shall be expected to offer reasonable collaboration and referral services for and with summer youth, local fatherhood initiative and any other similar service opportunities. Please confirm you will participate.

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.

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately January 1, 2021. One hundred percent (100%) of the total potential value of all contracts awarded as a result of this procurement will be on a cost reimbursement agreement. The contract reimburses the Provider(s) for actual costs, such as but not limited to; salaries, supplies, space, etc. Provider(s) must submit a Budget for the initial Contract term that Provider understands will be used to compensate Provider for services provided. In addition, if Provider is requesting an increase in costs for renewal years 1, 2, 3 and 4, you must complete the data sheet in the budget that lists each budget line item with an estimated expense amount and percentage increase from the prior year. Budgets must be submitted in the form provided as Attachment C. Contracts will be written for the initial term of one (1) year with four (4) one (1) year options for renewal.
- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and included all costs relating to but not limited by the following:
 1. Location;
 2. Transportation; and
 3. Other direct and indirect services needed to accurately calculate the total cost of a cost-reimbursement Contract (i.e. translation/interpreter, supportive services, administration).

All Revenue sources available to Provider to serve customers identified in the Scope of Service shall be listed in the Budget and utilized, where permissible, to reduce the total cost of an agreement. All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff (i.e. senior program vs. lower-level position).

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.

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

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

Ownership, Annual Report, and Licensure

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

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

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

System and Fiscal Administration Components

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating its commitment, the service(s) to be provided and three (3) references.

All subcontractors must be approved by HCJFS and will be held to the same Contract standards and obligations as the Agency/Company.

- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

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

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

Certificates of Insurance

As a matter of proof of insurance, prior to the effective date of the Contract, Provider shall give the County and HCJFS the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the Contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without

thirty (30) days advance written notice. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05. Certificates are to be sent to the HCJFS Contract Specialist, 222 E. Central Parkway Cincinnati, Ohio 45202 and the Hamilton County Risk Manager, Room 707, 138 East Court Street Cincinnati, OH 45202 Fax: 513-946-4720.

- G. Job Descriptions - For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, staff and Supervisors.
- H. If needed: Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality. QA manual need not be included.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.
- L. Demonstrate an ability to subcontract, or otherwise engage an inclusive and community-based set of community partners, work sites, and service Providers. The contract holder shall be responsible for monitoring, reporting, oversight, billing, payment, record-keeping, site visits and compliance assurance related to all services delivered either directly or through one of those community settings/partners/subcontractors. In all cases, the contract holder shall ensure compliance with all terms and conditions of this contract for self and subcontractors.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

| ACTION ITEM | DELIVERY DATE |
|---|--|
| RFP Issued | June 12, 2020 |
| Deadline for Receiving Final RFP Questions | July 10, 2020, noon |
| Deadline for Issuing Final RFP Answers | July 24, 2020 |
| Deadline for Registering for the RFP Process | July 10, 2020, noon |
| Deadline for Proposals Received by RFP Contact Person | On or before August 7, 2020, no later than 11:00 a.m. |
| Anticipated Proposal Review Completed | Week of August 17, 2020 |
| Anticipated Start Date | July 1, 2020 |

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
sandra.carson@jfs.ohio.gov
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 JULY 10, 2020 NO LATER THAN NOON.

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 sandra.carson@jfs.ohio.gov

3.4 Reserved

3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with 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 July 10, 2020, noon.

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY.

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than July 10, 2020, 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 July 10, 2020, 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 will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP. All addenda to the RFP will be posted to <http://www.hcifs.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

Electronic proposals must be received by the RFP Contact Person, Sandra Carson on or before August 7, 2020 no later than 11:00 a.m. at sandra.carson@jfs.ohio.gov ***Proposals received after this date and time will not be considered.*** A receipt will be issued for all proposals received. No 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 August 7, 2020 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 by the RFP contact person at sandra.carson@jfs.ohio.gov on or before August 7, 2020 no later than 11:00 a.m. EST 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.
- E. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.

4.7 Proposal Selection

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

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

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Providers who submitted Qualified Proposals, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Provider and be addressed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

4.9 Public Records

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

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

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

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

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

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

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a) HCJFS is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for HCJFS to release such documents.

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

4.10 Provider Certification

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

4.11 Public Record Requests Regarding this RFP

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

ATTACHMENT A

Cover Sheet for OWF Work Participation Services (includes checklist)

ATTACHMENT A
Cover Sheet for Work Participation Services for
Ohio Works First (OWF) Cash Recipients
Bid No: RFP SC05-20R

Name of Provider: _____

Provider Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____

(Please Print or type)

Phone Number: _____ E-Mail Address: _____

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

Person(s) authorized to negotiate with HCJFS:

Name: _____ Title: _____
(Please Print)

Phone Number: _____ (ext) _____ Fax Number: _____ E-Mail: _____

Name: _____ Title: _____
(Please Print)

Phone Number: _____ (ext) _____ Fax Number: _____ E-Mail: _____

| Total Cost requested for Initial Term of 1 st 12 Months 1/1/21 – 12/31/21 | Total Cost requested for 1 st Renewal Term of 12 Months 1/1/22 – 12/31/22 | Total Cost requested for 2nd Renewal Term of 12 Months 1/1/23 – 12/31/23 | Total Cost requested for 3rd Renewal Term of 12 Months 1/1/24 – 12/31/24 | Total Cost requested for 4th Renewal Term of 12 Months 1/1/25 – 12/31/25 |
|---|--|--|---|--|
| \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

Certification: I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document, and the Provider will comply with the attached representation if the contract is awarded.

Signature - Authorized Representative

Title

Date

Please complete the back of this form containing a checklist to verify that everything required to be submitted as part of your proposal is included.

RFP Submission Checklist

RFP Page 41

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

| Action Required | RFP Section | Included |
|---|-------------|----------|
| Did you register for the RFP process by July 10, 2020? | 3.3 | |
| Will your Proposal be submitted by 11:00 a.m. on or before August 7, 2020? | 4.4 | |
| Did you include all the Contact Information on the Cover Sheet? | 2.1 | |
| Did you include the Total Cost for the Initial Term (Year 1) on the Cover Sheet? | 2.1 | |
| Did you include the Total Cost for the First, Second, Third and Forth Renewal Terms on the Cover Sheet? | 2.1 | |
| Did you sign the Cover Sheet? | 2.1 | |
| Is a response to each Program Component included? | 2.2.1 | |
| Is a response to each System and Fiscal Administration Component included? | 2.8 | |

ATTACHMENT A-1

Program Component Checklist

RFP# SC05-20R - Work Participation Services for OWF Cash Recipients 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.

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

ATTACHMENT B

Contract Sample

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

This Contract is entered into on _____ between the Board of County Commissioners of Hamilton County, Ohio through the Hamilton County Department of Job & Family Services (Hereinafter “HCJFS”) and **Name of organization**, (Hereinafter “Provider”) doing business as **enter only if different name**, with an office at **Name and Street address, City, State, zip**, whose telephone number is **(xxx) XXX-XXXX**, for the purchase of **Ohio Works First (OWF) Work Participation services (the “Contract”)**.

1. TERM

The Contract term shall commence on **January 1, 2021** or the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio, whichever is later and shall expire on **December 31, 2021** (the “Initial Term”) unless otherwise terminated or extended by formal agreement.

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

In addition to the Initial Term described above, this Contract may be renewed, at the option of HCJFS, for four (4) additional, one (1) year terms (the “Renewal Term(s)”). If HCJFS determines it will not enter into any Renewal Term, it will give Provider written notice not less than sixty (60) days prior to the expiration of the term then in effect, of its intention not to renew.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract, Provider agrees to provide all necessary aspects of OWF self-sufficiency activity coordination. These services shall include a thorough vocational assessment, identification of barriers to employment, coordination of services for barrier removal, assignment to an appropriate work activity, and monitoring and reporting of participation. The Provider will work with the community to obtain the employment, training and barrier removal services needed to assist OWF participants in achieving self-sufficiency.

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform the OWF Work Participation services for OWF required consumers referred by HCJFS (the “Consumer”) as more particularly described in Exhibit **nn** – Request for Proposal, Exhibit **nn** – Provider’s Proposal, (individually, the “Service”, collectively the “Services”). The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit nn – The Request for Proposal
2. Exhibit nn – Provider’s Proposal
3. Exhibit nn - Data Sharing, Business Associate and Confidentiality Agreement
4. Exhibit nn – Declaration of Property Tax Delinquency
5. Exhibit nn – Release of Personnel Records and Criminal Record Check

B. ORDER OF PRECEDENCE

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

1. Exhibit nn – Data Sharing, Business Associate and Confidentiality Agreement
2. Exhibit nn – The Request for Proposal
3. Exhibit nn – Provider’s Proposal

3. BILLING AND PAYMENT

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

Incentive based payments are for meeting and / or exceeding Incentive 1, 2, and 3, as listed in Attachment nn of Exhibit I. The Provider must submit all documentation in support of meeting and/ or exceeding any of the four incentive measures no later than sixty (60) days from the end of the Contract term. HCJFS Workforce Development management will review and confirm the accuracy and sufficiency of the Provider submitted documentation prior to any incentive-based payments being authorized or issued. Incentive based payments will not exceed a maximum of One Hundred Fifty Thousand (\$150,000.00) dollars for all four (4) incentive measurements being met and /or exceeded.

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

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

1. HCJFS will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than thirty (30) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
 2. For accurate invoices which are received timely, HCJFS will make reasonable efforts to affect payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Agreement.
- C. Provider will indicate the vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 2. bonding costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Agreement demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
 12. losses on other Agreements;
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501(C) (3) of the Internal Revenue Code.

- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this Agreement program.
- F. Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of funding for the same service.

4. ELIGIBILITY FOR SERVICES

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

5. NO ASSURANCES

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

6. AVAILABILITY OF FUNDS

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

- 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 the Provider thirty (30) calendar days prior to the effective date of termination.

2. By Provider

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

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

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

2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

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' 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. TRANSITION PLAN

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

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

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

10. GOOD FAITH EFFORT

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

11. DISPUTE RESOLUTION

The Parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Within thirty (30) calendar days from the time the Provider discovers or should have discovered that a matter is properly an issue that should be determined under Section 13, Provider shall prepare and submit a Notice of Dispute. The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of the parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

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

Representative for HCJFS: HCJFS' Unit Supervisor for Contract Services
Representative for Provider: Provider's Project Manager

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

Representative for HCJFS: Director of Contract Services
Representative for Provider: _____

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

12. WARRANTIES AND REPRESENTATIONS

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

- D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.
- E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.
- F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

13. QUALITY REVIEW

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

14. MAINTENANCE OF SERVICE

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

15. REPORTS

- A. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases.
- B. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.
- C. HCJFS reserves the right to withhold payment until such time as all required reports are received.

16. GRIEVANCE PROCESS

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

17. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

18. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). To the extent Vendor provides

assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

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

19. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

20. 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.

21. RELATIONSHIP

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

22. CONFLICT OF INTEREST

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

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

23. DISCLOSURE

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

or any business relationship or financial interest a County employee has with Provider or in Provider's business.

24. CONFIDENTIALITY

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

25. PUBLIC RECORDS

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

26. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, 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).

27. AUDIT REQUIREMENTS

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

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

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

28. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Provider being imposed or contemplated by the

federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

29. DEBT CHECK PROVISION

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

30. PROPERTY OF HAMILTON COUNTY

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

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

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

A. Commercial general liability insurance policy with coverage contained in the most

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

1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as, but not limited to HCJFS Consumers) and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.
- The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.
- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. 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, Fax number (513) 946- 4720; 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 Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies.”
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 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.
NOTE: If Provider offers Limited contractual liability instead of Blanket contractual liability as listed in (A)(3) and (D)(4) above, the following language must be added to the paragraph above:

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

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

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

6. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.

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

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 County, HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, 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. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

34. MARKETING

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

35. 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.

36. 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.

37. SCREENING AND SELECTION

A. Criminal Record Check and Fingerprint-Based Checks

Provider warrants and represents it will comply with ORC 2151.86 and will complete all required criminal record checks with respect to any person under final consideration for appointment or employment as a person responsible for a child's care in out-of-home care.

Provider shall perform all criminal records check consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and every year thereafter. In addition to request to the Bureau of Criminal Identification and Investigation ("BCII"), Provider shall also 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 assigned to work with Consumers. When a request is made to the BCII at the time of initial application for appointment or employment, it shall include a request that the BCII obtain information from the Federal Bureau of Investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check. In all other cases, when a request is made to the BCII at the time of initial application for appointment or employment, it may include a request that the BCII obtain information from the Federal Bureau of Investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check.

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

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

B. Requirements for the Transportation of Consumers

Any individual transporting Consumers shall possess the following qualifications:

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

Provider must, at all times, comply with Ohio's Child Passenger Safety Law as set forth in Ohio Revised Code 4511.81 while transporting any Consumer. In this same regard, no

Consumer that that is required to have a seat restraint can be transported by Provider until such requirement is met.

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

1. the individual has a condition which would affect safe operation of a motor vehicle;
 2. the individual has six (6) or more points on his/her driver's license; or
 3. the individual has been convicted of driving while under the influence of alcohol or drugs.
- C. Provider shall not assign any individual to work with or transport Consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.
- D. Except as provided in Section I below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- E. All completed and documented checks shall be maintained in the employee file.
1. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit **nn** - Release of Personnel Records and Criminal Record Check to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
 2. Provider shall not assign any individual to work, volunteer with or transport consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.

38. 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.

39. DRUG-FREE WORKPLACE

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract,

while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

40. 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.

41. 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).

42. 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).

43. DECLARATION OF PROPERTY TAX DELINQUENCY

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

44. 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.

45. GOVERNING LAW

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

46. LEGAL ACTION

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

47. INTEGRATION AND MODIFICATION

This instrument including Exhibits I, nn, nn 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. SUBRECIPIENT

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

Provider will have some of the same restrictions and requirements as the federal, state, and local governments/organizations, such as the auditing standards set forth in Office of Management and Budget (OMB) Circular A-133 (210) (b) budgeting protocols, and federal budget/cost guidelines are all applicable to the Provider.

55. CONTACT INFORMATION

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

| Name & Email Address | Telephone | Facsimile | Department | Responsibility |
|----------------------|------------|----------------|-------------------------|---|
| | (513) 946- | (513) 946-2384 | Contract Services | contract changes, contract language |
| | (513) 946- | (513) 946- | Program Management | service point of contact, service authorization, invoice review |
| | (513) 946- | (513) 946- | Fiscal | billing & payment, invoice processing |
| | (513) 946- | | Communications Director | Media inquiries, media and communications questions |

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

| Name & Email Address | Telephone | Facsimile | Department | Responsibility |
|----------------------|-----------|-----------|---------------------|--|
| | | | Business Management | contract changes, contract language |
| | | | Program Management | service point of contact, service referral contact |

Contract #

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 ____, 2020.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

Jeffrey Aluotto, County Administrator
Hamilton County, Ohio

Recommended By:

Date: _____
Tim McCartney, Interim Director
Hamilton County Department of Job & Family Services

Approved as to form:

By: _____ Date: _____

Prosecutor's Office
Hamilton County, Ohio

Prepared By: _____
Checked By: _____
Approved By: _____

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

This Agreement is entered into by and between the Hamilton County Department of Job and Family Services (HCJFS) and VENDOR NAME (XXX).

ARTICLE I – DESCRIPTION OF RECORDS OR DATA TO BE PROVIDED

Provider will have access to the State of Ohio Dept. of Job and Family Services Ohio Workforce Case Management System (OWCMS), read only access to the State of Ohio Dept. of Job and Family Services Ohio Benefits Worker Portal (OBWP), and any HCJFS created case management program specifically for Ohio Works First (OWF) Work Participation services.

ARTICLE II - CONFIDENTIALITY OF INFORMATION

A. VENDORNAME agrees that it shall not use any information, systems, or records made available to it for any purpose other than to fulfill the obligations specified herein. VENDORNAME specifically agrees to comply with county, state and federal confidentiality and information disclosure laws, rules, and regulations applicable to programs under which this Agreement exists, including, but not limited to:

1. For Federal Wagner Peyser Act and Work Force Innovation and Opportunity Act (WIOA):
 - a. United States Code, 29 USC 3341;
 - b. United States Code, 29 USC 3245(a)(4);
 - c. Code of Federal Regulations, 20 CFR Part 603, 29 CFR 37.37 and 34 CFR 99.30(a);
 - d. Ohio Revised Code, ORC 4141.21; and
 - e. Corresponding Ohio Administrative Code rules.
2. Temporary Assistance to Needy Families (TANF), Disability Assistance, and other programs administered under Title IV-A of the Social Security Act:
 - a. United States Code, 42 USC 602(a)(1)(A)(iv) and 608(a)(9)(B), 12 USC 3402 and 3408;
 - b. Code of Federal Regulations, 45 CFR 205.50;
 - c. Ohio Revised Code, ORC 4123.27, 5101.181, 5101.182, 5101.26, 5101.27, 5101.28, and 5101.30; and
 - d. Corresponding Ohio Administrative Code rules.

3. Supplemental Nutrition Assistance Program (SNAP):
 - a. United States Code, 7 USC 2020(e)(8), 12 USC 3402 and 3408;
 - b. Code of Federal Regulations, 7 CFR 272.1 and 273.2, 12 CFR 205;
 - c. Ohio Revised Code, ORC 5101.26 and 5101.27; and
 - d. Corresponding Ohio Administrative Code Rules.

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

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

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

7. Federal Tax Information
 - a. Internal Revenue Code, 26 USC 6103 and IRS Publication 1075. **See Publication 1075 for more information and additional language to use**

B. VENDORNAME agrees that any data made available to VENDORNAME by HCJFS shall be returned to HCJFS not later than 90 calendar days following termination of this Agreement and shall certify that no copies of source data were retained by VENDORNAME.

C. VENDORNAME shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic

protected personal data and health information that it creates, receives, maintains, or transmits on behalf of HCJFS against use or disclosure not provided for by this Agreement.

D. VENDORNAME agrees that access to the records and data provided by HCJFS and described in ARTICLE II will be restricted to only those authorized employees, officials, subcontractors, and other persons who need it to perform duties related to this Agreement. VENDORNAME agrees to provide the HCJFS Agreement Manager with a complete listing of any and all persons who shall have access to the above referenced records and/or data.

E. VENDORNAME agrees that the above records and/or data and any records, reports, databases, and/or other derivative documents created from the information provided under this Agreement shall be stored in an area that is physically safe from access by unauthorized persons during duty and non-duty hours. Information provided under this Agreement shall be protected electronically to prevent unauthorized access by computer, remote access, or any other means. No records will be accessed, tested, maintained, backed up or stored outside of the United States.

F. VENDORNAME shall assure that all persons who have access to the above referenced information shall be fully apprised as to the confidential nature of the information, the safeguards required to protect the information, and the applicable civil and criminal sanctions and penalties associated with any intentional or non-intentional disclosure. No subcontractor shall receive any information without a written agreement with VENDORNAME incorporating these assurances.

G. VENDORNAME shall not disclose any of the above referenced information to any third party without the specific written authorization of the Director of HCJFS.

H. VENDORNAME shall permit onsite inspection by the County and the State of Ohio (including but not limited to HCJFS, Ohio Department of Job and Family Services, Ohio Department of Medicaid, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials) and by agencies of the United States government.

I. HCJFS will prepare data pursuant to the security and encryption standards found in Ohio IT Standard ITS-SEC-01, Data Encryption and Cryptography; OIT Bulletin ITB-2007.02, Data encryption and securing sensitive data; and NIST Special Publication 800-53, Revision 4. VENDORNAME shall retain this encryption while the data is in a portable format (e.g. tape, laptop, flash/USB drive).

J. The terms of this Article shall be included in all subcontracts executed by VENDORNAME for any and all work under this Agreement.

ARTICLE III - TIME OF PERFORMANCE

A. Upon approval by the Director of HCJFS, this Agreement shall be in effect from _____ until _____, unless this Agreement is suspended or terminated pursuant to ARTICLE VI prior to the termination date. This Agreement may be renewed upon satisfactory performance by VENDORNAME, continued statutory authority for disclosure of data, and at the sole discretion of HCJFS.

B. The Confidentiality provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE IV - COST OF DATA PREPARATION

The parties agree that no reimbursement will be sought under the terms of this Data Sharing Agreement.

IF A SEPARATE CONTRACT HAS REIMBURSEMENT/COMPENSATION THAT CAN BE MENTIONED HERE. EX: The parties agree that compensation for the work performed under this Data Sharing Agreement will be determined by _____.

ARTICLE V - SUSPENSION AND TERMINATION

A. Upon 30 calendar days written notice to the other party, either party may terminate this Agreement.

B. Notwithstanding Section A of this Article, HCJFS may suspend or terminate this Agreement immediately upon delivery of written notice to VENDORNAME, if HCJFS discovers any illegal conduct on the part of VENDORNAME or if there is any breach of the confidentiality provisions of ARTICLE III.

C. Notice of termination or suspension under either Section A or B of this Article must be sent to: HCJFS at: County Department of Job and Family Services, Office name; Street Address, City Ohio, Zip Code and to VENDORNAME's representative at the address appearing on the signature page of this Agreement.

ARTICLE VI - BREACH OR DEFAULT

A. Upon breach or default of any of the provisions, obligations or duties embodied in this Agreement, HCJFS may exercise any administrative, contractual, equitable or legal remedies available,

without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and HCJFS retains the right to exercise all remedies hereinabove mentioned.

B. If either of the parties fails to perform an obligation or obligations under this Agreement and thereafter such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s) hereunder. Waiver by HCJFS shall not be effective unless it is in writing signed by the HCJFS Director.

ARTICLE VII - AMENDMENTS

This Agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by the Director of HCJFS and VENDORNAME. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

ARTICLE VIII - INDEPENDENT CONTRACTOR

VENDORNAME agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. VENDORNAME also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. VENDORNAME agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio Tax law, Workers Compensation law, and Unemployment Insurance law. VENDORNAME certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period VENDORNAME becomes disqualified from conducting business in Ohio, for whatever reason, VENDORNAME must immediately notify HCJFS of the disqualification and will immediately cease performance of its obligations hereunder.

ARTICLE IX - LIMITATION OF LIABILITY: VENDORNAME DUTIES

CHOOSE A&B FOR PRIVATE VENDOR or PUBLIC ENTITY LANGUAGE

NON-PUBLIC/PRIVATE ENTITY LANGUAGE:

A. VENDORNAME agrees to defend, indemnify and hold HCJFS, its officials, employees and agents harmless from and against any and all liability, loss and expense (including reasonable attorneys'

fees) or claims for personal injury, property damage, patent and copyright infringement, and/or any other type of claim that arises from the performance of the Deliverables under this Agreement.

B. VENDORNAME will reimburse HCJFS, any official or employee of HCJFS acting in his or her official capacity, and the State of Ohio for any and all judgments for infringement of patent or copyright.

PUBLIC ENTITY:

To the extent permitted by law, HCJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by HCJFS. To the extent permitted by law, VENDORNAME agrees to be responsible for any liability directly related to any and all acts of negligence by VENDORNAME.

ARTICLE X - BUSINESS ASSOCIATE REQUIREMENTS UNDER HIPAA

Use this Article if the county is a HIPAA covered entity, HIPAA covered data is shared and a Business Associate agreement is required under HIPAA.

A. The definitions contained in this section are derived from federal law. Should there be any conflict between the meanings assigned in this Agreement and the meanings defined in applicable federal law (even in the event of future amendments to law that create such conflict), the definitions found in federal law will prevail.

1. General Definitions: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

2. Specific Definitions:

a. HIPAA means the Health Insurance Portability and Accountability Act of 1996, the American Recovery and Reinvestment Act of 2009 (ARRA) and any other applicable federal statute or regulation.

b. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

c. Covered Entity means a health plan, a health care clearinghouse, or health care provider under 45 CFR 160.103.

d. Business Associate means a person or entity that, on behalf of the Covered Entity, maintains, performs, or assists in the performance of a function or activity that involves the use or disclosure of “Protected Health Information” under 45 CFR 160.103.

e. Protected Health Information (PHI) means individually identifiable information including but not limited to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined under 45 CFR 164.501 and any amendments thereto, received or sent on behalf of the Department.

B. VENDORNAME acknowledges that HCJFS is a Covered Entity under HIPAA. VENDORNAME further acknowledges that it is a Business Associate of HCJFS, and, in carrying out the work described in this Agreement, agrees to comply with all of the following provisions:

1. Permitted Uses and Disclosures: VENDORNAME will not use or disclose PHI except as provided in this Agreement or as otherwise required under HIPAA regulations or other applicable law.
2. Safeguards: VENDORNAME will implement sufficient safeguards, and comply with Subpart C of 45 CFR Part 164 pertaining to electronic PHI to prevent the use or disclosure of PHI other than as provided for under this Agreement. Safeguards will be implemented for all paper and electronic PHI created, received, maintained, or transmitted on behalf of HCJFS.
3. Reporting of Disclosures: VENDORNAME agrees to promptly report to HCJFS any any inappropriate use or disclosure of PHI that is not in accordance with this Agreement or applicable law, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident the VENDORNAME has knowledge of or reasonably should have knowledge of under the circumstances.
4. Mitigation Procedures: VENDORNAME agrees to coordinate with HCJFS to determine specific actions that will be required of the Business Associates for mitigation, to the extent practical, of the breach. These actions will include notification to the appropriate individuals, entities, or other authorities. Notification or communication to any media outlet must be approved, in writing, by HCJFS prior to any such communication being released. VENDORNAME will report all of its mitigation activity to HCJFS and shall preserve all relevant records and evidence.
5. Incidental Costs: VENDORNAME shall bear the sole expense of all costs to mitigate any harmful effect, of any breaches or security incidents of which VENDORNAME has knowledge which are directly caused by the use or disclosure of protected health information by VENDORNAME in violation of the

terms of this Agreement. These costs will include, but are not limited to, the cost of investigation, remediation and assistance to the affected individuals, entities or other authorities.

6. Agents and Subcontractors: VENDORNAME, in compliance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) as applicable, will ensure that all its agents and subcontractors that create, receive, maintain, or transmit PHI from or on behalf of VENDORNAME and/or HCJFS agree to have, in a written agreement, the same restrictions, conditions, and requirements that apply to VENDORNAME with respect to the use or disclosure of PHI.

7. Accessibility of Information: VENDORNAME will make available to HCJFS such information as HCJFS may require to fulfill its obligations to provide access to, provide a copy of any information or documents with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 CFR 164.524 and 164.528 and any amendments thereto.

8. Amendment of Information: VENDORNAME shall make any amendment(s) to PHI as directed by, or agreed to, by HCJFS pursuant to 45 CFR 164.526, or take other steps as necessary to satisfy HCJFS's obligations under 45 CFR 164.526. In the event that VENDORNAME receives a request for amendment directly from the individual, agent, or subcontractor VENDORNAME will notify HCJFS prior to making any such amendment(s). VENDORNAME's authority to amend information is explicitly limited to information created by VENDORNAME.

9. Accounting for Disclosure: VENDORNAME shall maintain and make available to HCJFS or individuals requesting the information as appropriate, records of all disclosures of PHI in a Designated Record Set as necessary to satisfy HCJFS's obligations under 45 CFR 164.528. For every disclosure the record will include, at a minimum, the name of the individual who is the subject of the disclosure, the date of the disclosure, reason for the disclosure if any, and the name and address of the recipient to which the protected health information was disclosed.

10. Obligations of Department: When VENDORNAME is to carry out an obligation of HCJFS under Subpart E of 45 CFR 164, VENDORNAME agrees to comply with all applicable requirements of Subpart E that would apply to HCJFS in the performance of such obligation.

11. Access to Books and Records: VENDORNAME shall make available to HCJFS and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from HCJFS, or created or received on behalf of HCJFS. Such access is for the purposes of determining compliance with the HIPAA Rules.

12. Material Breach: In the event of material breach of VENDORNAME's obligations under this Article, HCJFS may immediately terminate this Agreement as set forth in ARTICLE VI, Section B. Termination of this Agreement will not affect any provision of this Agreement, which, by its wording or its nature, is intended to remain effective and to continue to operate after termination.

13. Return or Destruction of Information: Upon termination of this Agreement and at the request of HCJFS, VENDORNAME will return to HCJFS or destroy all PHI in VENDORNAME's possession stemming from this Agreement as soon as possible but no later than 90 days, and will not keep copies of the PHI except as may be requested by HCJFS or required by law, or as otherwise allowed for under this Agreement. If VENDORNAME, its agent(s), or subcontractor(s) destroy any PHI, then VENDORNAME will provide to HCJFS documentation evidencing such destruction. Any PHI retained by VENDORNAME will continue to be extended the same protections set forth in this Section, HIPAA regulations and this Agreement for as long as it is maintained.

14. Survival. These provisions shall survive the termination of this Agreement.

ARTICLE XI - CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

ARTICLE XII – COUNTERPART

This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

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

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

Mgmt Indirect Cost

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

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

HCJFS CONTRACT BUDGET

AGENCY: (Enter legal name of your agency)

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: (Enter name of program, e.g. OWF Work Participation) (Enter Begin Date of Budget) **TO** (Enter End Date of Budget)

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
|---|----------------------------------|---|---|---------------|-----------------------|---------------|
| | (Enter Name of Proposed Service) | (Enter Name of Add'l Proposed Service, if needed) | (Enter Name of Add'l Proposed Service, if needed) | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
| EXPENSES BY PROGRAM SERVICES | | | | | | |
| A. STAFF SALARIES | | | | | | |
| B. EMPLOYEE PAYROLL TAXES & BENEFITS | | | | | | |
| C. PROFESSIONAL & CONTRACTED SERVICES | | | | | | |
| D. CONSUMABLE SUPPLIES | | | | | | |
| E. OCCUPANCY | | | | | | |
| F. TRAVEL | | | | | | |
| G. INSURANCE | | | | | | |
| H. EQUIPMENT | | | | | | |
| I. MISCELLANEOUS | | | | | | |
| J. PROFIT MARGIN | | | | | | |
| K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION | | | | | | |
| ALLOCATION OF MGT/INDIRECT COSTS | | | | | | |
| TOTAL PROGRAM EXPENSES | | | | | | |

1

ESTIMATED TOTAL CONSUMERS SERVED _____

TOTAL PROGRAM EXPENSES / TOTAL CONSUMERS SERVED = UNIT COST: \$_____

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

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

Instructions:

Column 1: Description of expenses by type.

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

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

Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both OWF Work Participation Services and other social services and you are responding to a Request For Proposals (RFP) for OWF Work Participation services, all costs associated with other social services would be entered under "Other Direct Services".

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

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

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

2

Instructions:

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

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

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

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

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

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

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

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

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

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

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

3

Instructions:

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

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

Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.

Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Services on Page 2.

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

PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

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

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

3

Instructions:

Column 1: List all professional fees and contracted services.

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

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

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

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

This section is used to enter costs for items that will be directly used or consumed in the proposed service. These items must be used or consumed within one (1) Consumable supplies that are more of a general supply used within your agency should be entered in the “Mgmt Indirect” column. Examples of some of these costs are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.). Program supplies such as pamphlets, text books, and computer software (not subject to depreciation) directly related to the proposed service should be entered in this section as well.

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

4

Instructions:

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

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

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

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

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

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

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

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

4

Instructions:

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

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

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

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

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

Other – List separately any other costs associated with occupancy.

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

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

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

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

PAGE 5 - SECTION F – TRAVEL COSTS

This section is used to enter the costs of operation, maintenance, and repairs of agency vehicles when relevant to the delivery of the proposed service. Such costs may be charged on an actual cost basis, a per

diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-profit organization's non-federally sponsored activities. The amount paid for mileage reimbursement should not exceed HCJFS' reimbursement rate, which is the rate determined by the IRS. The reimbursement rate can be found on the IRS website.

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

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

5

Instructions:

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

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

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

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

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

PAGE 5 - SECTION G – INSURANCE COSTS

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them along with

all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

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

5

Instructions:

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

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

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

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

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

PAGE 6 - SECTION H – EQUIPMENT COSTS

This section is used to enter small equipment (items costing under \$5,000.00 and will be purchased during the budget period); equipment maintenance and repair; equipment lease costs; and depreciation costs for capital equipment (any item or group of like items costing \$5,000.00 or more) relevant to the delivery of

the proposed service. Leased equipment in excess of \$5,000.00 must be depreciated. If your agency has, or acquires equipment costing \$5,000.00 or more with an anticipated useful life in excess of one (1) year a charge for depreciation is allowable.

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

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

6

Instructions:

Column 1: List of equipment costs by expense type.

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

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

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

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

PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, e.g. hard drive, monitor, keyboard, printer, etc. If the total cost for all the

[illegible]

Instructions:

Column 11: Enter name of service proposed.

13

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

8

Instructions:

Column 1: List miscellaneous costs separately.

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

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

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

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

PAGE 8 – SECTION J - PROFIT MARGIN

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

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

8

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

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

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

8

PAGE 9 – REVENUE BY PROGRAM SERVICES

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed separately (e.g. HCJFS, Butler County, etc.). “Fees From Clients” should only represent monies received directly

from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

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

REVENUE PREPARED FOR PERIOD

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

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

9

Instructions:

Column 1: List funding sources.

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

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

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

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

PAGE 10 – RENEWAL YEAR ESTIMATED COST SHEET

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

HCJFS CONTRACT BUDGET

RENEWAL YEAR ESTIMATED COST SHEET

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

Column 1: Please list the program name (ie OWF Work Participation services, etc.)

Columns 2: Please enter the estimated total expense for renewal year 1 by program. Further down under the second set of headings, please follow the same process for renewal years 2, 3 and 4.

Column 3: Please enter the estimated number of consumers to be served in renewal year 1 by program. Further down under the second set of headings, please follow the same process for renewal years 2, 3 and 4.

Column 4: Please write a detailed narrative of justifying the increased costs and unit rate.

EXHIBIT

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: OWF Work Participation Services

_____ TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL CONSUMERS SERVED = _____

TOTAL PROGRAM COST/TOTAL CONSUMERS
SERVED = UNIT COST:

\$ _____

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

EXHIBIT

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

[illegible]

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

Please type narrative here.

EXHIBIT

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

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

NOTE: You must list the percentage amount on the FICA, Worker's Comp and Unemployment lines. Remember - Unemployment Taxes are based ONLY on the first \$9,000 of the employees salary.

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

Professional Fees & Contracted Services Narrative

Please type narrative here.

EXHIBIT

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

Consumable Supplies Narrative

Please type narrative here.

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

Occupancy Costs Narrative

Please type narrative here.

EXHIBIT

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

Travel Costs Narrative

Please type narrative here.

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

Insurance Costs Narrative

Please type narrative here.

EXHIBIT

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

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

Please type narrative here.

EXHIBIT

LARGE EQUIPMENT DEPRECIATION COSTS

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

| ITEM(S) TO BE DEPRECIATED | NEW OR USED | DATE OF PURCHASE | TOTAL ACTUAL COST | SALVAGE VALUE | TOTAL TO DEPRECIATE | USEFUL LIFE | CHARGEABLE ANNUAL DEPRECIATION | *PERCENT USED BY CONTRACT PROGRAM | AMOUNT CHARGED TO CONTRACT PROGRAM | WHICH CONTRACTED PROGRAM |
|---------------------------|-------------|------------------|-------------------|---------------|---------------------|-------------|--------------------------------|-----------------------------------|------------------------------------|--------------------------|
| | | | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 100.00% | 0.00 | |
| | | | 0.00 | 0.00 | 0.00 | 0 | 0.00 | | | |
| | | | 0.00 | 0.00 | 0.00 | 0 | 0.00 | | | |
| | | | 0.00 | 0.00 | 0.00 | 0 | 0.00 | | | |
| | | | 0.00 | 0.00 | 0.00 | 0 | 0.00 | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Total | | | 0.00 | | 0.00 | | 0.00 | | 0.00 | |

EXHIBIT

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

Miscellaneous Costs Narrative.

Please type narrative here.

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

Mgmt/Indirect Cost Narrative.

Please type narrative here.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

EXHIBIT

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

Revenue Narrative

Please type narrative here.

EXHIBIT**RENEWAL YEAR(S) ESTIMATED COST SHEET**

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

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

Renewal years 1 2

ATTACHMENT C-1

Sample Budget

ATTACHMENT C-1

HCJFS CONTRACT SAMPLE BUDGET

(for reference purposes only)

AGENCY: Acme Foster Care

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: Traditional & Therapeutic Foster Care

January 1, 2017 TO December 31, 2017

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE

TO BE PROVIDED:

8,395.00

5,475.00

UNIT = 1 day

TOTAL PROGRAM COST/TOTAL UNITS

OF SERVICE = UNIT COST:

\$52.13\$93.31 _____

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

ATTACHMENT C-1

A. STAFF SALARIES - Attach Extra Pages for Staff,

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

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

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

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

1 Program Director -
25% allocated to Traditional Foster Care
25% allocated to Therapeutic Foster Care 3
50% allocated to other services not associated with foster care.

10 Case Managers
40% allocated to Traditional foster Care
60% allocated to Therapeutic Foster Care 3

1 Clerical specialist
50% allocated to Traditional Foster Care
50% allocated to Therapeutic Foster Care 3

1 Executive Director
25% allocated to Foster Care Program

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

ATTACHMENT C-1

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

Employee Payroll Taxes & Benefits Narrative.

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

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

Professional Fees & Contracted Services Narrative

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

ATTACHMENT C-1

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

Consumable Supplies Narrative

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

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

Occupancy Costs Narrative

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

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

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

Utilities are included in the rent.

ATTACHMENT C-1

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

Travel Costs Narrative

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

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

Insurance Costs Narrative

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

ATTACHMENT C-1

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

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

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

ATTACHMENT C-1

LARGE EQUIPMENT DEPRECIATION CO

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, i.e. hard drive,

If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was full depreciated on the

agency's books prior to the beginning date of the contract may not be used as a basis

even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency

for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C.

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

* Enter as a decimal.

ATTACHMENT C-1

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

Miscellaneous Costs Narrative.

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

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

Mgmt/Indirect Cost Narrative.

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

Profit Margin Narrative (for profit entities only).

Please type narrative here.

N/A.

ATTACHMENT C-1

| REVENUES BY PROGRAM SERVICES | Traditional Foster Care | Therapeutic Foster Care 3 | | MGMT INDIRECT | OTHER DIRECT SER | TOTAL REVENUES |
|--|-------------------------|---------------------------|------|---------------|------------------|----------------|
| A. GOVERNMENTAL AGENCY FUNDING (specify agency & type) | | | | | | |
| Hamilton County Job & Family Services | 375,000.00 | 455,000.00 | | | 620,000.00 | 1,450,000.00 |
| Butler County Job & Family Services | 58,000.00 | 51,000.00 | | | | 109,000.00 |
| | | | | | | 0.00 |
| B. OTHER FUNDING | | | | | | 0.00 |
| FEES FROM CLIENTS | | | | | | 0.00 |
| CONTRIBUTIONS - | | | | | | 0.00 |
| donations | | | | 6,000.00 | | 6,000.00 |
| endowment | | | | 23,000.00 | | 23,000.00 |
| | | | | | | 0.00 |
| | | | | | | 0.00 |
| AWARDS & GRANTS | | | | | | 0.00 |
| | | | | | | 0.00 |
| OTHER (specify) | | | | | | 0.00 |
| Fundraising | 5,000.00 | 5,000.00 | | | 7,000.00 | 17,000.00 |
| TOTAL REVENUE | 438,000.00 | 511,000.00 | 0.00 | 29,000.00 | 627,000.00 | 1,605,000.00 |

Revenue Narrative

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

EXHIBIT II

RENEWAL YEAR ESTIMATED COST SHEET

| PROGRAM | RENEWAL YEAR 1 EXPENSE | RENEWAL YEAR 1 UNIT RATE | NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2. |
|---------------------------|---------------------------|-----------------------------|---|
| Traditional Foster Care | \$435,383.12 | \$51.87 | Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable. |
| Therapeutic Foster Care 3 | \$279,300.06 | \$51.01 | Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable. |
| PROGRAM 3 | | | |
| PROGRAM 4 | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services

Provider Certification Process

RFP Page 118

(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 126 |
| 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 128 |
| 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 129 |
| 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 130 |
| 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 132 |
| 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 Hamilton Notary

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

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

Notary Public

ATTACHMENT F

Release of Personnel Records & 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: SC05-20R, Work Participation Services for
Ohio Works First (OWF) Cash Recipients, 2020****June, 2020****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: sandra.carson@jfs.ohio.gov

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS 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 **July 10, 2020 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 sandra.carson@jfs.ohio.gov

ATTACHMENT H

Work/ Self-Sufficiency Activities Plan

Hamilton County

Ohio Works First (OWF)

Work/Self-Sufficiency Activities Plan

1 May 2012

Effective Date

State and Federal laws and regulations and departmental policy govern the operation of the programs described in this plan. The Hamilton County Job and Family Services acknowledges its responsibility to adhere to OWF laws and regulations regardless of the fact that, for purposes of simplicity and clarity, the specific provisions printed in this plan are sometimes paraphrases, excerpts or incomplete quotations from the full text.

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3900 PURPOSE AND OPERATING PRINCIPLES

3901 Goal

Ohio Works First (OWF) is the program adopted by Ohio to meet the objectives of (and be funded by) the federal Temporary Assistance to Needy Families (TANF) Act. The goal of OWF is to help participants transition toward personal responsibility, employment and self-sufficiency. Where this goal cannot be realized immediately, we can best advance toward it by combining and maximizing public and community resources to efficiently support needy families in their progress.

3902 Administration

As the state IV-A agency, the Ohio Department of Job and Family Services (ODJFS) is designated to administer, through the county Departments of Job and Family Services, the Ohio Works First (OWF) Program. The director of the ODJFS and the director of the Hamilton County Job and Family Services (HCJFS) shall implement and enforce the requirements of the OWF program. Other State agencies shall cooperate with HCJFS to the maximum extent possible (and in conformity with their responsibilities under H.B. 408, H.R. 3734, H.R. 2015, Am. Sub.H.B.283 and the Deficit Reduction Act of 2005) in the implementation of the OWF program.

HCJFS shall administer and/or operate the OWF program. HCJFS shall provide staff with the training and direction necessary to effectively operate the OWF program

3903 Administration of Time Limits for Receipt of Benefits

Federal regulation allows a parent to receive OWF (or equivalent TANF-funded cash assistance from other states) for themselves, their spouse and their dependent children for a maximum of 60 months during their lifetime. Where an Assistance Group (AG) contains two married parents, the spouse with the greater number of months on assistance governs this determination while for two unmarried parents, a head-of-household must be designated in order to make this determination (refer to OAC 5101: 1-23-01). *NOTE: children are ineligible only when living with an ineligible parent.* Not counted toward this time limit are months where the OWF AG is closed or, even when the AG remains open but no cash was received, including:

- SEP cases;
- Reduction of the grant to zero due to a LEAP sanction;
- Reduction of the grant to zero because it would have been less than \$10;
- Reduction of the grant to zero because of an overpayment recoupment.

Ohio has placed a sub-limit of 36 months on this receipt of benefits. However, after not receiving assistance for 24 months, a parent can reapply and become eligible for up to 24 additional months if HCJFS determines that “good cause” exists for the restoration of benefits. (See section 3905 for Good Cause Policy.)

NOTE: While any months of OWF received due to a Hardship Extension count toward the 60 month limitation, the Federal 60 month limitation does **not** apply to parents who continue to meet the “Hardship” extension criteria, referenced below in Section 3904, provided that the priority of their extension basis can be accommodated within the number of extensions available under the County policy.

3904 Administration of the Hardship Extension

A county can declare up to 20% of its average caseload (during a prior Federal Fiscal Year) under “hardship” and continue their assistance indefinitely Hamilton County, at its sole discretion, will extend benefits to no more than 20% of its average caseload and only under these specific circumstances:

Priority A

A1 An Assistance Group whose parent or caretaker has a serious physical/mental illness or condition rendering them incapacitated for employment. To qualify for this hardship the following criteria must be met:

1. The incapacity must be verified by a physician/psychologist on a completed Basic Medical form (JFS 07302) or on a Mental/Medical Functional Capacity Assessment form (JFS 07308). Or on a document with similarly comprehensive information.
2. Items below will be strongly considered in any fuller HCJFS determination of disability hardship
 - Strength of current disability documentation
 - History of disability and documentation
 - History of efforts to establish a permanent income other than OWF
 - History of efforts of consumer to contribute to their own economic independence
 - Denial of disability status by third parties (SSI)
 - Cooperation with the Disability Determination Unit (DDU) process.

HCJFS reserves the right to secure and rely upon a second opinion from a medical provider of its choice in determining whether incapacity for employment exists.

In rare instances this hardship may be granted for up to 24 months. Nothing in this guideline establishes an entitlement to or expectation of 24 month hardship approvals. Each case shall be judged individually, and approval of any hardship shall be subject to assessments of suitability to be made by HCJFS staff only.

A2 An Assistance Group whose parent or caretaker must provide medically necessary full-time care for a family member residing in their home (examples; child, spouse, parent or sibling). This extension is for

a period not to exceed 18 months. To qualify for this hardship following criteria must be met:

1. The medical necessity of remaining in the home to provide 24-hour care for the disabled individual must be verified by a physician's statement.
2. The individual must be fulfilling their Self-Sufficiency Assignment.
3. All other supportive resources must be explored, including application of waiver and access to community resources.

HCJFS reserves the right to secure and rely upon a second opinion from a medical provider of its choice in determining whether presence of the parent or caretaker in the home is medically necessary.

Priority B

- B1** An Assistance Group whose adult caretaker is medically verified to be 6 or more months pregnant or caring for a child less than 3 months of age and to have had a reduction or loss of employment due to a medical condition during the pregnancy. Fulfillment of assigned Work Activity (regular or alternative) is required.
- B2** An Assistance Group whose parent or caretaker's capacity to retain employment is disrupted by domestic violence or is at risk of becoming a victim of domestic violence as verified by available records(including, but not limited to: police, courts, shelters, medical professionals, and various other methods listed in 5101:1-3-20 (F)), or the individual's credible allegation. These individuals will be referred to counseling and supportive services, but are not subject to penalty or sanction if they choose to decline the referral or stop participating in counseling or supportive services. Once an extension is approved, it should be reviewed every 6 months.
- B3** An Assistance Group whose parent or caretaker's capacity to retain employment is being compromised by chemical dependency and is actively seeking help, as evidenced by current participation in an approved residential substance abuse treatment program. This extension is for a period not to exceed 2 months and the adult caretaker must be fulfilling any self-sufficiency assignment they are given.
- B4** An Assistance Group whose teen parent is enrolled and in good standing in High School. Those who are not attending high school full-time must be assigned to and fulfilling their self-sufficiency activity requirement.

Priority C

- C1** An Assistance Group whose parent or caretaker has so many dependent children that employment alone may not be economically feasible (4 or more children aged 13 and under). To qualify for this hardship the following criteria must be met:
1. The parent or caretaker must be assigned to and consistently fulfilling their self-sufficiency activity requirement.
 2. The parent or caretaker must:

- Be employed 15 hours per week through verified paid employment and be earning at least minimum wage; and
- Have established employment that has been retained for at least 30 calendar days with at least 60 paid hours in that period.

Hardship eligibility will terminate in the case of a quit, job abandonment, or 90 day period of unemployment following establishment of hardship eligibility. Eligibility for this hardship type is limited to 12 months during your lifetime (the 12 months do not have to be consecutive).

In any case where an OWF recipient has been granted this exemption on or before 01/31/11, their hardship status will be dependent on the progress required below.

1. Within 90 days of notice from HCJFS, this assistance group will be required to verify 10 weekly hours of ongoing paid employment earning at least minimum wage.
2. 90 days later, the assistance group will be required to verify 15 hours of weekly ongoing employment earning at least minimum wage.
3. Eligibility for this hardship type is limited to 12 months during your lifetime (hardship months begin to count upon consumer's notification of this change).

C2 An Assistance Group whose only or youngest parent/caretaker is 55 or more years of age. The parent or caretaker must be assigned to and fulfilling their self-sufficiency activity requirement.

C3 An Assistance Group whose parent or caretaker is enrolled and in good standing in an education or training program that, by itself or in combination with other assignments, meets their work participation requirement. The participant must have completed at least 50% of the program. This hardship extension is for completion of core classes only (internships and coops are excluded). The maximum extension allowed is 12 months.

Priority D

D1 An Assistance Group whose parent or caretaker has not received the benefit of participation in the county self-sufficiency plan as evidenced by the fact that, although the Assistance Group has received OWF, they have never been assigned to a self-sufficiency activity by HCJFS. This extension applies to individuals who do not meet any of the extension criteria listed above and is for a period not to exceed 6 months. The adult caretaker must be fulfilling any self-sufficiency assignment they are given.

3904.1 Prioritization in the Continued Receipt of Assistance

If and when ODJFS notifies HCJFS that exceeding the 20% tolerance is imminent, continued assistance will be given first to those with a

“Priority A;” second to those with a “Priority B;” third to those with a “Priority C” and finally to those with “priority D.” When not all Assistance Groups in any priority group can be given an extension due to the operation of the 20% limitation, priority within that group will be given to those who have received the lesser number of months of OWF assistance since October 1, 1997.

3905 Administration of Good Cause for Restoration of Benefits

After not receiving OWF assistance for 24 months, a parent or caretaker can reapply and become eligible for up to 24 additional months if HCJFS determines that “good cause” exists. Any months in receipt of OWF due to a “hardship extension” (or TANF assistance from another state) will reduce the number of additional months that can be received under this “good cause” provision. When a parent or caretaker reapplies after not having received OWF for 24 or more months (since the expiration of the original 36-month time limit) HCJFS will consider the Assistance Group for benefits under the “good cause” provision. Good cause restoration of OWF benefits is only available to assistance groups that meet the criteria identified below.

- The parent or caretaker must:
 - Be employed 15 hours per week through verified paid employment and be earning at least minimum wage; and
 - Have established employment that has been retained for at least 30 calendar days with at least 60 paid hours in that period. or
- The parent or caretaker must demonstrate that they have made reasonable efforts toward self-sufficiency by documenting gross earnings at least equal to the OWF payment standard for 12 of the previous 24 months. and
- The parent or caretaker must provide verification of any income from employment and other sources during the most recent period in which the assistance group was not receiving OWF cash assistance.

3905.1 Applicability of Hardship Provisions to Good Cause for Restoration of Benefits

If an Assistance Group that has received 36 or more months of OWF and qualifies under the provisions of Section 3904 for a hardship extension, reapplies for assistance after 24 or more months since the expiration of the 36-month time limit, it shall be treated as having good cause for restoration of OWF benefits. When the full 60 months of benefits have been exhausted, the eligibility of the AG for an extension (under the hardship provisions of Section 3904) shall be determined.

3910 CUSTOMER TARGETING AND PROCESSING

3911 Target Population

HCJFS will target this Self-Sufficiency program to OWF single and two-parent work-eligible households.

NOTE: please refer to the FSCH at 5101: 4-3-28 through 4-3-38 for information concerning the Food Stamp Employment and Training program targeted to non- OWF households.

3912 Customer Flow and Appraisal Process

All OWF applicants are appraised within 30 days of application, on the date of application or as shortly thereafter as possible. The Personal Responsibility Agreement or "PRA" (a self-sufficiency contract and plan) will initially be discussed and signed during the appraisal interview with all adult caretakers or minor heads of households. The PRA includes both responsibilities common to all OWF recipients and commitments to specific activities by the individual participant (See *Appendix for PRA form*). A Reappraisal will be conducted at each reapplication.

Note: Each work-eligible individual, minor head of household and adult member of the **AG must enter into a written self-sufficiency contract prior to the authorization of OWF benefits.** ACT 254 effective January 27, 2012.

3913 Assessment/ Reassessment

Assessment will be conducted by the professional staff of a contracted community service provider. It will consist of in-depth identification of domestic violence, substance abuse, mental health issues, disability/handicaps and other barriers to employment and the adoption of strategies and plans to overcome them. Reassessment of employability prospects and barriers will be made as indicated to be necessary during the progress of a work activity program.

3914 Case Management/ Barrier Removal

Case management is available to individuals participating in OWF from the contracted provider. The Case Manager conducts in-depth interviews to survey, monitor and make arrangements, as necessary, regarding issues such as: physical and mental health of family members, education levels, housing needs, language barriers and required social and supportive services. When a participant is not prepared for participation or there have been failures in respect to personal responsibility and/or work assignments, it may be appropriate to engage the participant full-time in barrier-removal activity.

3915 Work Activity Requirements

A custodial parent or caretaker relative is required to participate in regular work activities according to the hours required for either a single parent or a two-parent family. Fair Labor Standards Act (FLSA) Deeming rules apply (See section 3917 for exceptions). Non-subsidized employment hours will be counted toward the work activity requirement. *Note: These are **minimum** requirements, however no participant is to work/participate more than 40 hours per week (other than in gainful employment).*

Single Parent (ADC-R & ADC-I) Requirement

- 20 weekly core/total hours for AGs with a child under age 6;
- 20 weekly core hours and 10 core or non-core hours (30 total weekly) for AGs with no child under 6.

Two-Parent (ADC-U) Requirement

- 30 weekly core hours and 5 core or non-core hours (35 total weekly) when the AG is not receiving federally funded child care;
- 50 weekly core hours and 5 core or non-core hours (55 total weekly) when the AG is receiving federally funded child care.

3916 Work Activities**3916.1 Regular work activities meet federal participation requirements and include:****a) Core Activities**

- Unsubsidized Employment;
- Subsidized Public and Private Employment;
- Work Experience Program (WEP);
- On-the-Job Training (OJT) ;
- Job Search and Job Readiness;
- Community Service;
- Vocational Education;
- Providing Child Care Services to an individual who is participating in a Community Service program;

b) Non-Core Activities

- Job skills training directly related to employment;
- Education directly related to employment (when a recipient has not received a high school diploma or a certificate of high school equivalency) and;
- Secondary school or program leading to a certificate of general equivalence (for recipients who have not completed secondary school or received a certificate)

CAUTION: Please see sections 3920 through 3929 for further information about these activities and restrictions/limitations on their utilization to meet Federal participation requirements.

3916.2 Alternative Activities

Alternative Activities are reserved for individuals with significant barriers to participating or short term disabling conditions where physician and/or rehabilitation appointments are the norm. The number of hours will be determined by the Agency and/or contracted provider.

Alternative Exercises may include:

- Caring for a severely disabled family member living in the home;
- Medically verified personal long or short term disabilities;
- Substance abuse counseling;
- Mental health counseling;
- Rehabilitation;
- Vocational Education;
- Post-Secondary Education;
- Job Readiness Activities;
- Limited English Proficiency classes;
- Child Care Services;
- ABLE (for individuals aged 20 and over);
- Parenting Classes or Activities;
- Life Skills training;
- Participation in Children's Services Activities; and
- Other activities to help lead an individual to self-sufficiency.

3917 Exceptions to Regular Work Activity

Hamilton County has determined that the interests of individuals (and the program) may, under the following circumstances, be best served by wholly or partially excluding them from (full) participation in work activities:

- **An individual incapacitated for employment** as verified by a Basic Medical form (JFS 07302) or Medical Function Capacity form (JFS 07308) in connection with the Request for Limited Medical Data (HCJFS 3362) is to be assigned to an appropriate alternative activity for disabled individuals.
- **The primary caretaker of a disabled household family member** who has medical verification of the need to remain in their own home to care for family member(s) should have their hours of regular work participation based upon their relief from care. In the case of a disabled child who is out of the home (i.e. in childcare or school) an assignment of the caretaker to the site at which the child is in attendance should be explored. Exemption from an assignment is not appropriate in a case where a parent is requesting to be exempt from work participation to care for a child who attends school on a full-time basis. Alternative activities may be substituted in whole or in part where (a full schedule of) an appropriate regular work activity is not possible. *NOTE: In a two-parent AG, one of the parents must participate in regular work activities to meet the 35 hour per week requirement.*
- **An individual subjected to domestic violence or who is at risk of becoming a victim of domestic violence** as verified by available records (including, but not limited to: police, courts, shelters, medical professionals, and various other methods listed in 5101:1-3-20 [F]), or the individual's credible allegation will be referred to counseling and supportive services. There is no penalty or sanction imposed if the individual declines the referral or stops participating in counseling or supportive services.
- **Temporary relief from the obligation to perform a regular work assignment may be granted due to the inability to locate appropriate, affordable and accessible child care arrangements**

which would allow participation. The determination will be made with the advice of the HCJFS Child Care Section. This relief will be granted only after all resources to allow participation have been explored. The following definitions must be observed:

- Appropriate: an informal arrangement deemed suitable by the parent **or** any provider licensed by ODJFS or certified by HCJFS;
- Affordable: an informal arrangement satisfactory to the parent or a subsidized arrangement with co-payments based on income and family size;
- Accessible: child care within a reasonable distance will allow the parent to be at their job site within one and one half hours of departure from their home.

Note: ineligibility for childcare vouchers due to a consumer's failure to cooperate with childcare rules, does not constitute good cause or warrant relief from regular work assignment.

3917.1 Participants Who Have Received 24 or More Months of OWF Assistance

Notwithstanding the provisions of 3917, those participants who are within twelve months of the 36 month limit for receiving OWF assistance (see Section 3903) must be assigned to some activity that contributes to their imminent need to achieve self-sufficiency. If reason for an exception to work activity is evident (based on the criteria specified in Section 3917) and therefore regular activities are inappropriate, alternative activities must be required instead.

3917.2 Treatment of Teen Parents

Teen Parents (who have neither completed their High School education or equivalent **nor** taken the “work option” by dropping out of school after reaching the age 18) are subject to the LEAP Program and their participation requirements are governed by OAC 5101:1-23-50. The provisions of section 3917 do **not** apply to LEAP participants but they **do** apply to teen parents who have completed their H.S. education or who have taken the “work option” after reaching age 18.

3917.3 Children's Services Involvement

Upon the written request of HCJFS Children's Services Staff, time engaged directly with Children's Services and/or participation in activities required by Children's Services may be recognized as an alternative activity in the case plan for a required participant for up to 10 hours per week. The balance of the required hours must be in a regular work activity.

Documentation of the request must be maintained in the HCJFS case file or in the case file of the community service provider, as appropriate, depending on which agency reflected the reduction in the assigned hours in their self-sufficiency plan.

3917.4 Clarification of “Receipt of OWF Benefits”

See section 3903 above for those who are not considered to be in receipt of OWF assistance (and therefore are not required to participate).

3920 OWF REQUIRED WORK ACTIVITY COMPONENTS

3921 Gainful Employment

Hours spent in unsubsidized employment are recorded on CRIS-E screens AEIEI and AEISE.

Regular Employment (AEIEI)

Hours to be credited for participant’s work requirement are the gross earnings divided by hourly rate of pay or the state Minimum Wage (whichever is higher). Round up to the next whole hour.

Self-Employment (AEISE)

Hours to be credited for participant’s work requirement are the net earnings divided by the federal Minimum Wage. Round up to the next whole hour.

Caution: If gross earnings (net earnings for self-employment) are not at least the required number of hours times the minimum wage (federal for self-employment), a supplementary assignment to another activity will be required to make up the difference between the hours credited and the participant’s work requirement.

3922 Subsidized Employment and PRC Employer Subsidy Program

HCJFS operates the Subsidized Employment and PRC Subsidy Program through agreements with employers and/or contractual relationships with provider(s) to administer the program, as deemed appropriate.

HCJFS assures the following related policies are implemented:

- Placement not to exceed 6 months;
- Full time positions (averaging at least thirty hours per week) are pursued;
- Positions will result in gross participant wages consistent with planned self-sufficiency (i.e. functioning without OWF cash benefits);

The SEP program is marketed through contracts, HCJFS job developers, brochures, etc.

3923 Work Experience Program (WEP)

WEP opportunities are provided through HCJFS assignment with public and private (for-profit and nonprofit) sponsors. Documentation is required twice monthly (i.e., 15th and 30th).

HCJFS (or contracted provider) will maintain premiums for Public Work Relief Compensation (administered by the Bureau of Workmen's Compensation) in the event a WEP participant incurs participation-related injuries or disabilities.

HCJFS assures that the following standards have been met in scheduling WEP assignments:

- Prior training, experience, existing skills and proficiency of the participant are considered;
- Participants with significant barriers are first assigned to activities geared toward overcoming those barriers with the assistance of case management;
- Assignment of participants to a WEP site will not result in the displacement of current workforce members; and
- First priority is given to public agencies, second priority to private nonprofit organizations and third priority to private for-profit organizations. Within these priorities, preference is given to sponsors who give participants first consideration for employment.

Note: Hours assigned are subject to FLSA requirements.

3924 Job Search/ Job Readiness Activities

Job Search/ Job Readiness (JS/JR) activities ensure participants are becoming familiar with general workplace expectations and exhibit behavior and attitudes which permit successful competition in the labor market. JS/JR activities are motivational in nature, focus job seekers' expectations and assist them in anticipating employer expectations, serving as a prelude to comprehensive assessment. JS/JR also involves actively seeking and obtaining employment. JS/JR activities are limited to a maximum of 6 weeks per rolling 12-month period with no more than 4 of those weeks being consecutive. Therefore, a different activity must be assigned after 4 consecutive weeks of JS/JR before additional weeks of JS/JR may be used. Daily documentation is required.

A work eligible individual **applying for** OWF may be required to complete Job Search and Job Readiness applicant assignments as part of their eligibility determination. The OWF application will pend until the applicant assignment is completed. Eligibility determinations will be made no later than 30 days following the submission of the application for OWF benefits. **ACT 254**

Note: This assignment may be applicable while an OWF applicant is awaiting approval and participation may be required as a condition of eligibility.

3925 Vocational Education

A twelve (12) month lifetime limit exists for Vocational and Post Secondary Educational activities. Daily supervision by the employer, work site sponsor or other responsible party is required with documentation required twice monthly (i.e., 15th and 30th).

3926 Job Skills Training

This training must be directly related to employment and may only be approved when in connection with required core hours. Job Skills Training includes, but is not limited to, customized training to meet the needs of an employer, general training that prepares an individual for employment, and can include literacy/language instruction explicitly focusing on skills needed to obtain employment. Post-Secondary education is not included in this activity. Daily supervision by the employer, work site sponsor or other responsible party is required. Documentation is required twice monthly (i.e. 15th and 30th).

3927 Education Directly Related to Employment

Education directly related to employment is designed only for those without a High School Diploma or GED and may only be approved when in connection with core hour participation. Unsupervised homework/study time is not included. Additionally, demonstrated progress must be documented. Daily supervision by the employer, work site sponsor or other responsible party is required. Documentation is required twice monthly (i.e. 15th and 30th). Note: Secondary school attendance is permissible. However, consistent with other educational activities, this activity may only be approved when in connection with required core hours and progress documentation is provided.

3928 On the Job (OJT) Training

OJT must be in conjunction with paid employment. Daily supervision by the employer, work site sponsor or other responsible party is required with documentation projected 6 months in advance based on actual hours.

3929 Community Service

Community Service for this purpose is defined as services which directly benefit the community and are designed to improve the employability prospects of the recipient. Daily supervision by the employer, work site sponsor or other responsible party is required. Documentation is required twice monthly (i.e. 15th and 30th). *Note: Hours assigned are subject to FLSA requirements.*

3940 SANCTIONS

3941 Sanctions

A sanction is a period of ineligibility for assistance under the OWF and/or Food Stamp programs, imposed because an individual, without good cause, refused or failed to honor conditions in their Personal Responsibility Agreement (PRA). The sanction process is explained in the PRA (HCJFS 0400). (***See the Appendix for the PRA form***).

*NOTE: LEAP required participants, except for those who have elected the “work option,” are subject to the sanctions prescribed in the LEAP regulations (OAC: 5101:1-23-50) and activity failures are dealt with as described therein. However, **all** LEAP participants who are required to sign a PRA are subject to the 3 tier sanction process for violations of PRA provisions other than LEAP Participation.*

3942 Good Cause

The HCJFS policy for good cause is described in the PRA. It is to be used for work activity failures and any other situations where the participant fails to meet requirements common to all OWF participants in the HCJFS self-sufficiency plan.

3943 Dispute Resolution

The HCJFS grievance process, referred to in the PRA, has both informal and formal components. It is intended that most disputes about the appropriateness of assignments, hours of participation required, conditions at an activity/job site, good cause for failure to complete an assignment, etc. be resolved informally and routinely between the participant and the worksite/provider. The provider is committed to reschedule missed assignments, to the extent possible within the month of the assignment, in order to allow participants to meet their work requirement. In addition, HCJFS has a staff of Ombudspersons (Consumer Services Representatives) assigned to receive and mediate participants' complaints/concerns.

3950 PENALTIES

Certain situations are not subject to the 3 tier sanction policy set forth in rule 5101:1-3-15 of the Administrative Code, but continue to be subject to existing statutory and administrative rule penalties even if the requirement is included as part of the assistance group's Personal Responsibility Agreement (PRA). Specific to work activities, the following list of penalties shall result in the denial or termination of OWF benefits.

- Failure or refusal by a work eligible individual to sign the PRA
- Failure without good cause to attend an appraisal or assessment interview
- Termination of employment without just cause

3960 SUPPORTIVE SERVICES

3961 Coordination and Provision of Supportive Services

HCJFS coordinates the provision of its supportive services and related services provided by other agencies. To avoid duplication of services, prior to granting supportive services to an OWF participant, HCJFS verifies that the services are not otherwise available free of charge in the community.

3962 Method of Payment of Supportive Services

HCJFS secures supportive services, including: child care, transportation, incidentals and other work related expenses. This may be accomplished through direct pay, purchase of service, or at no cost to the HCJFS.

3963 Types of Supportive Services

HCJFS will provide the following types of supportive services:

- Child Care (help in both locating and payment);
- Medical Coverage;
- Interpreter and other LEP services or training;
- Assistance with Commercial Driver's License (CDL), GED, Licensed Practical Nurse (LPN) application/testing fees;
- Special purchases to support participant's education and training; and
- Special purchases for a participant to obtain/retain verified employment.

3964 Participant Expense Allowance

Participants in OWF regular work activities are potentially eligible to receive transportation assistance. Participants in alternative activities may be provided transportation assistance where the site has made a written request to HCJFS and/or their contracted provider documenting that it is necessary.

Transportation assistance may be provided in the form of bus tokens, bus cards, gas cards and/or a flat monthly expense allowance as deemed appropriate by HCJFS and/or their contracted provider.

When an individual walks to a site or uses a non-internal combustion or non-electric powered conveyance, or otherwise incurs no expense for transportation, an allowance will not be paid.

3965 Child Care

Child care services are an essential ingredient to facilitate participation, especially for those with children under 6 years of age. Child care should be:

- **Accessible:** the child care must allow the participant to be at their jobsite within 90 minutes of departing from their home;
- **Appropriate;** the child care must be an informal arrangement the participant deems suitable or a provider licensed by ODJFS or certified by HCJFS; and
- **Affordable:** the cost of an informal arrangement must be acceptable to the participant or HCJFS must provide a subsidized arrangement with co-payments that are based on the participant's income and family size.

NOTE: The lack of accessible, appropriate and affordable child care is good cause for failure to participate for those participants with a child under 6 years of age.

3966 Transitional Supportive Services

HCJFS may provide the following transitional supportive services for those participants who have obtained gainful employment:

- Special Purchases (Work clothing, tools, equipment, etc.)
- Substance Abuse Treatment
- Others, as designated by HCJFS

3967 Supportive Services for Sanctioned Assistance Groups

Case Management to address barriers to participation is available for AGs that would be eligible for OWF if it were not for the fact that they are currently serving a sanction.

Prevention, Retention and Contingency (PRC) funds may also be available to support efforts toward self-sufficiency. ***CAUTION: PRC may not be used to (prospectively or retroactively) meet living expenses which would have been met by the sanctioned OWF grant.***



Personal Responsibility Agreement

Ohio Works First Self-Sufficiency Contract - Part One

Hamilton County's Ohio Works First (OWF) program expects participants to become employed, take care of their families and take charge of their futures. If you cannot support your family without cash assistance, OWF can provide temporary support while you prepare for self-sufficiency. If this cash assistance is necessary:

- ▶ **To become or remain eligible for OWF cash assistance, every adult member (or minor head of household) in your assistance group (AG) must sign a Personal Responsibility Agreement (PRA). If each required individual in your assistance group does not sign a PRA, OWF assistance will be denied or terminated.**
- ▶ You and Community Link (an organization of local service providers) must review the Personal Responsibility Agreement together. Community Link will explain each part of the agreement. If you don't understand, stop and ask questions. This agreement lists:
 - The steps you are responsible for taking toward supporting yourself and your family without OWF cash assistance.
 - The steps Hamilton County Department of Job and Family Services (HCJFS) will take to assist you in meeting this goal.

- ▶ **To become or remain eligible for OWF cash assistance, every adult member (or minor head of household) must also complete a Self-Sufficiency Case Plan with Community Link.** The case plan will detail the activities you are required to pursue toward your self-sufficiency. NOTE: participants under the age of 19 may instead continue to work toward their HS diploma through the LEAP (Learning, earning and parenting) program.

- ▶ Your responsibilities may change as you carry out these steps. You and Community Link (or your LEAP Case Manager) will evaluate your progress at reapplication or any other time needed. Any changes to your self-sufficiency plan will become part of this agreement when signed by both you and Community Link (or your LEAP Case Manager).

- ▶ You are entitled to a copy of your PRA and self-sufficiency plan free of charge.

- ▶ Be sure you understand the actions you are required to take to receive OWF assistance. **If you fail or refuse to carry out any part of this agreement or the related self-sufficiency plan, you and your family will lose cash, food assistance and, in some situations, medical coverage.**

Consequences: You and your family will lose benefits if you refuse or fail to carry out any requirement in this PRA or your self-sufficiency plan.

The first time you do not carry out any part of your PRA or Case Plan:

- Your entire family's **cash benefits stop for 1 month or until you comply whichever is later.**
- Often, YOUR food assistance will also be reduced.

The second time you do not carry out any part of your PRA or Case Plan:

- Your entire family's **cash benefits stop for 3 month or until you comply whichever is later.**
- Often, YOUR food assistance will also be reduced.

The third time you do not carry out any part of your PRA or Case Plan:

- Your entire family's **cash benefits stop for 6 months or until you comply whichever is later.**
- Often, YOUR food assistance will also be reduced.
- The work eligible individual will lose Medicaid coverage, **but may regain it at any time (even before the 6 months are up) if they comply.**

Quitting a job without just cause will cause:

- Your entire family to lose **cash benefits for 6 months.**
- YOUR Food Assistance may also be reduced.

Medical Benefits

- Non-cooperation with Child Support Enforcement or Paternity Establishment will make the adult who fails **ineligible for Medicaid.**
- Non-cooperation with a work activity will make the adult who fails **ineligible for Medicaid** beginning with the third time their OWF cash assistance is terminated.

LEAP Participants who fail or refuse to meet program requirements:

- If enrolled in school, will **lose** the \$62 monthly school attendance incentive and will suffer a \$62 **reduction** in their cash assistance as well.
- If not enrolled in school (or in an acceptable alternative) and under age 18, **the teen parent will be ineligible for OWF.**
- If not enrolled in school (or in an acceptable alternative) and 18 years of age, will be **required to participate in a work activity. Failure to complete the self-sufficiency assessment and Case Plan with Community Link will result in denial/termination of OWF for the teen parent and child(ren).**

I understand that under Ohio Works First:

- I may only receive a total of 60 months of OWF in my lifetime.
- Initially, I may receive a total of only 36 months (not necessarily consecutive). After 36 months, I will be ineligible for 24 consecutive months.
- If HCJFS determines that I have 'good cause', (that is, made a good faith effort to maintain my self-sufficiency during the past 24 months), I may then be eligible for OWF for up to an additional 24 months, not to exceed the 60 month total limit.

NOTE: The 36 and 60 month limits are applicable even where HCJFS is unable to provide supportive services such as Child Care.

It is also possible that Hamilton County may determine that I have a 'hardship' and continue assistance beyond the 36 or 60 month limit. This 'hardship' status is allowed for a maximum of 20% of the average number of OWF participants. I understand that Hamilton County is not obligated to extend benefits through this hardship provision in any case, but will assess and discuss my eligibility for an extension based on hardship with me before my 36-month time limit expires. *A copy of hardship and good cause criteria is available upon request.*

HCJFS agrees to work with you and to provide (or arrange through Community Link) services that include:

- Explaining and, if necessary, reading this agreement to you;
- Assessing your family's barriers to self-sufficiency; reviewing your progress as needed and affording you the opportunity to revise your plan to meet changes in your circumstances;
- Identifying and providing training, work experience and supportive services needed to help you find and retain employment as quickly as possible within the 36-month time limitation for cash assistance;
- Accommodating your plan and activities to barriers, especially disability or limited/no proficiency with English;
- Providing free and competent translation services for oral and written communication if you have impaired hearing or limited English proficiency;
- Providing assistance to you in locating and/or paying for child care;
- Determining eligibility for receipt of Medicaid, child care, food assistance or other services even if you (or members of your AG) fail to comply with requirements in this agreement (that are not relevant to these other programs);
- Treating you and all members of your assistance group with courtesy and respect and without discrimination;
- Providing you equal access to the benefits of the OWF program and opportunities to achieve self-sufficiency and gain income security;
- Affording you the right to a county conference and/or state hearing when you believe you have good cause for failing to keep a commitment in this agreement or do not believe the assigned activities are appropriate.

While participating in Ohio Works First, I understand that I am responsible for carrying out ALL parts of this agreement including:

- Looking for and accepting a job;
- Attending all scheduled appointments and being on time, including (but not limited to) those with Community Link and HCJFS Child Care, Child Support and OWF staff;
- Cooperating with HCJFS in establishing eligibility for Ohio Works First including giving true and correct answers to all questions about my family, income and other eligibility requirements;
- Reporting all job, income and family changes to HCJFS within 10 days of the change;
- Reporting all employment and income (keeping ALL pay stubs to verify income to HCJFS);
- Developing an individualized Self-Sufficiency Case Plan with Community Link;
- Meeting with Community Link when I have a change that may require my case plan to be amended;
- Working with Community Link to resolve obstacles to my employability;
- Performing all work activities listed in my Self-Sufficiency Case Plan and reporting all absences to my Community Link contact person;
- Following instructions and rules at the assigned worksite;
- Contacting the appropriate Community Link or HCJFS staff person **each time** (and **no later than one (1) hour after the scheduled start time of any activity or appointment**) to explain why I am not participating as scheduled.
- Not quitting any job (NOTE: HCJFS may determine that I had just cause);
- Identifying, reporting everything I know and providing documents regarding any absent parent;
- Cooperating in establishing paternity (fatherhood) for any child born where I was not married to the father;
- Assigning my rights to and cooperating in the recovery of any cash or medical support due me or claims I may have against a third party;
- Turning in any child support payments received directly from the absent parent after OWF is approved;
- Cooperating with repayment requirements for any overpayments of Child Support and/or OWF cash assistance I receive;

NOTE: You may not have to cooperate with child support if you have 'good cause'; that is: cooperation may result in serious physical emotional harm to yourself or your child; or if your child was conceived as a result of incest or rape; or legal proceedings for adoption are pending before a court; or you are currently being assisted by an agency to decide whether to give your child up for adoption. The CSEA will need documents to show that you have 'good cause' and will let you know if you have to cooperate or if you have 'good cause' not to cooperate.

Good Cause

If, at any time after you have signed a Personal Responsibility Agreement (PRA), you fail or refuse to participate in work activities or meet any other commitments you have made in the agreement or your Self-Sufficiency Case Plan, HCJFS and/or Community Link must determine if you had 'good cause' for your failure or refusal.

Good Cause is defined as an acceptable reason for a participant to refuse or fail to participate with Ohio Works First requirements. Reasonable discretion will be exercised to evaluate your personal circumstances in considering your claim for good cause. **NOTE: worksite closure** (when the work or training site is closed due to a holiday, weather emergency or other disaster) is **not** a failure to participate. However, you may be required to make-up these missed hours.

It is your responsibility to contact your Community Link Worksite/Service Coordinator, LEAP Case Manager, Support Enforcement or Children's Services worker **each time** (and **no later than one (1) hour after** the scheduled start time of any activity or appointment) to explain why you are not participating as scheduled. This reporting time can be extended if you verify that compelling circumstances prevented timely contact.

If you claim good cause (and the reason does not involve a failure by HCJFS or Community Link), documentation is required to verify your reason for non-participation. **Documentation must be provided** to your Community Link Worksite/Service Coordinator, HCJFS Support Enforcement or Children's Services worker **within ten calendar days**. If you report circumstances beyond your control and were timely in making contact, an extension to provide documentation **may** be granted.

If good cause is not established, a sanction will be imposed. **NOTE:** work sites are encouraged to work with you to make up missed assignments even if you had no good cause.

If good cause is established, the sanction will not be initiated or, if it has been initiated, it will be retracted by HCJFS. The following are **good cause** reasons and documentation that may be required for you to establish that good cause existed:

- **Failure of Community Link to Make the Assignment:** failure to timely inform you of the date, time and/or place to report or failure to arrange for your participation with the site.
- **Failure of HCJFS or Community Link to Provide Support Services:** you are entitled to receive support services for transportation and child care, where necessary. **NOTE:** Failure to access or use available support services is **not** good cause.
- **Inability to obtain Child Care:** child care is a necessary support service for a single custodial parent. Good cause exists if the parent is unable to obtain child care that meets all of the following criteria:
 - **Accessible:** the child care must allow you to be at your jobsite within 90 minutes of departing from your home;
 - **Appropriate:** the child care must be either an informal arrangement you deem suitable or a provider licensed by ODJFS or certified by HCJFS; and
 - **Affordable:** the cost of an informal arrangement must be acceptable to you or HCJFS must provide a subsidized arrangement with co-payments that are based on your income and family size.

If you are unable to participate for lack of child care, you must discuss the circumstances with the Worksite/Service Coordinator. The Worksite/Service Coordinator will determine good cause based on the above standards and in consultation with designated HCJFS Child Care Section personnel.

- **Personal Illness:** a statement is required from a physician or other health professional indicating the diagnosis, when you were treated and when you can return to work, school, training, classes or other assigned work activity.
- **Illness of a family member:** a statement is required from a physician or other health professional identifying the family member under care and why the participant was needed to care for the patient. A family member is someone related by blood, marriage, or adoption and living in the same household as the participant.
- **Death of an immediate family member:** a copy of the obituary from the newspaper or statement from the funeral home is required. Good cause absences are limited to five "work assigned" days per event. Immediate family members include: spouse, mother, father, brother, sister, child, grandparent or grandchild (including step), mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or legal guardian.
- **Incarceration:** the Justice Center form indicating the entry and release dates is required.
- **Court Appearance:** a document or statement from the court or an attorney is required that indicates the date, time and room number of the court appearance.
- **Required Meeting/Conference:** where attendance at a school conference or meeting with Children's Services or a health or social services provider is required, a statement from the teacher or caseworker is necessary.
- **Family Crisis, Injury or Disruption:** examples would be a lost child, domestic violence, eviction or other traumatic incident. Substantiation would be obtained from the public safety or social agency involved.
- **Household Emergency:** examples would be fire, flooding, natural disaster, etc. Substantiation would come from public safety authorities, social service agencies, news reports, etc.
- **Temporary Disruption of Child Care:** a statement from the provider is required.
- **Lack of Transportation:** documentation from the auto repair facility, public transit authority or other customary transportation provider is required, as appropriate to the mode of transportation. Where public transportation is not reasonably available (commute would exceed one hour), good cause may be found for a period not to exceed one calendar week on the basis of a lack of transportation from a private individual or due to the inoperability of your own vehicle.
- **Job Interview:** report of the interview prior to the missed assignment is required. A copy of the job application or other document indicating the date and time of the interview may also be required at the discretion of the Worksite/Service Coordinator.
- **Business Closing:** a statement from the school, employer or worksite verifying the place of business was closed due to weather, emergency or for another reason.
- **Medical Appointment:** a document verifying you or a member of your family had a medical, dental or vision appointment.

Dispute

It is intended that most disputes about the appropriateness of assignments, hours of participation required, conditions at a work/activity site, good cause for failure to complete assignments, etc. can be resolved informally between the participant and Community Link. You may also contact your HCJFS Ombudsperson (phone number on the next page).

(Note: requests for reconsideration of a proposed sanction must be received by HCJFS within 15 days of the mailing of the notice). Time permitting prior to a scheduled Hearing, a HCJFS and/or Community Link representative will conduct the conference and you will receive a written decision. You may also have the right to a State Hearing about some issues and, if so, you do not give up that right by requesting a County Conference.

Sanction Compliance

To re-establish eligibility for benefits that have been sanctioned, you must:

- Be willing to comply with the requirements of the OWF or Food assistance program.
- Attend any scheduled assessment interviews with Community Link.
- Sign, date and return the JFS 03804 – Ohio Works First/Food Assistance Sanction Agreement. If you are sanctioned, this form will be included with the sanction notification letter that you will receive and is also available at HCJFS.

Caution: The date that the signed JFS 03804 is received by the agency will impact your beginning date of eligibility.

Just Cause

OWF participants are ineligible for assistance for six months if they voluntarily leave a job. This provision also applies to recipients of Transitional Medicaid and transitional child care benefits who apply for OWF cash benefits. However, HCJFS will exempt you from this provision if you can prove that you quit for 'just cause'. Just cause includes:

- Leaving to accept a comparable or better job;
- Quit by a minor assistance group member who is not a parent and therefore has no duty to support;
- Discrimination or sexual harassment on the job;
- Unreasonable conditions such as not being paid regularly;
- Unsuitable work (less than minimum wage, work is at a strike site, health and safety violations, work for which you are physically or mentally unfit);
- Documented illness of an immediate family member requiring your continuous presence;
- A household emergency (e.g., fire, flood, violent crime, theft or natural disaster) that interferes with your ability to report for work;
- Lack of child care (for a child under six years old).

NOTE: A layoff or loss of employment for which you are not at fault is not a 'quit'.

Agreement

I agree to take personal responsibility for meeting the requirements outlined on the preceding pages and for carrying out the activities specified in any Self-Sufficiency Case Plan adopted as a result of those requirements. I understand my responsibilities may change as I carry out these steps and activities. Those changes will be made to the case plan at reapplication or at any other time. Community Link (or my LEAP Case Manager) and I determine necessary. I understand that if Community Link determines I may not have to participate in work activities, the months I receive OWF will count towards my time limit and I must cooperate with Child Support Enforcement. This agreement replaces any other personal responsibility agreement I may have signed before.

CAUTION: This Personal Responsibility Agreement is Part One of your Self-Sufficiency Contract. It must be followed by an Assessment interview with Community Link (or a LEAP Case Manager) which results in completion of the Self-Sufficiency Case Plan which is the second part of your Self-Sufficiency Contract.

| | |
|------------------------|------|
| Participant | |
| Social Security Number | Date |

If you feel that HCJFS or Community Link have not carried out their responsibilities under this contract, you have the right to:

- Contact your HCJFS Caseworker or Supervisor at: **513-946-**_____
- Contact your HCJFS Ombudsperson at: **513-946-1389**_____
- Request a hearing by calling your Caseworker

I agree to work with this participant and his/her family while they receive OWF, working toward self-sufficiency. I agree to provide information and to link the participant and his/her family to Community Link and other outside community resources.

| | |
|----------------------|------|
| HCJFS Representative | Date |
|----------------------|------|

County Conference

| | | | | | |
|--|--|---|-------------------------------------|--------------|-------------|
| Last Name: | | First Name: | | Case Number: | |
| Address: Cincinnati OH | | | SSN: - - | | Program(s): |
| Date conference held: | | Client represented by: (Name and Title or Relationship) | | | |
| Name of Agency Representative: | | Title: | | User ID: | District: |
| Agency explanation for action(s) taken or proposed: | | | | | |
| Client's statement of explanation or facts for the record: | | | | | |
| Decision: (Include Manual References) | | | | | |
| Signature of County Hearing Officer: | | | | Date: | |
| If you do not agree with this decision, you have the right to a Fair Hearing by the State. You may call 1-800-686-1571 to request a State Hearing. Your worker can also help you file this request. | | | | | |
| Signature of Client: | | | Signature of Agency Representative: | | |

Copies: 1. Client;
2. Case Record;
3. Hearings Coordinator

ATTACHMENT I

Work Participation Data

ATTACHMENT I**Work Participation: Overview of Consumer Demographics****Total Number of OWF Participants Served by Vendor**

Unduplicated count of OWF consumers served during the calendar year.

| Year | # of OWF Consumers |
|------------------|---------------------------|
| 2012 | 10,407 |
| 2013 | 8,741 |
| 2014 | 7,665 |
| 2015 | 6,856 |
| 2016 | 5154 |
| 2017 | 4345 |
| 2018 | 4535 |
| 2019 (Jan – Nov) | 3882 |

Unduplicated count of OWF consumers served within a calendar month.

| Active Consumers by Month and Age | | | |
|--|------------------------|------------------|-------------------------|
| Report Month | Total SSN Count | 18-24 yrs | 25 yrs and Older |
| 12/2018 | 2178 | 537 | 1641 |
| 01/2019 | 2018 | 528 | 1490 |
| 02/2019 | 1916 | 519 | 1397 |
| 03/2019 | 1821 | 501 | 1320 |
| 04/2019 | 1697 | 481 | 1216 |
| 05/2019 | 1661 | 484 | 1177 |
| 06/2019 | 1670 | 509 | 1161 |
| 07/2019 | 1732 | 542 | 1190 |
| 08/2019 | 1796 | 565 | 1231 |
| 09/2019 | 1821 | 590 | 1231 |
| 10/2019 | 1909 | 620 | 1289 |
| 11/2019 | 1776 | 591 | 1185 |

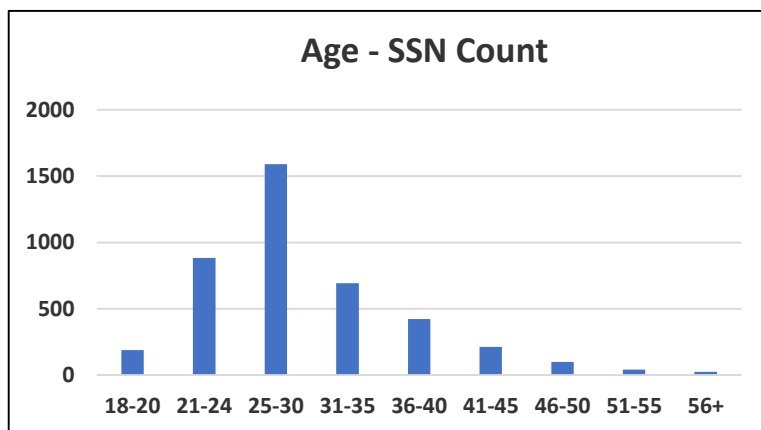
OWF Work Participation Consumers

Demographic data is based on 4,154 OWF consumers served during the twelve-month period of 12/2018 – 11/2019.

GENDER

| Gender | SSN Count | 18-24 | 25 and Older |
|---------------|------------------|--------------|---------------------|
| Female | 3779 | 1057 | 2722 |
| Male | 375 | 16 | 359 |

AGE GROUP



| Age | SSN Count |
|-------|-----------|
| 18-20 | 189 |
| 21-24 | 884 |
| 25-30 | 1590 |
| 31-35 | 693 |
| 36-40 | 421 |
| 41-45 | 213 |
| 46-50 | 99 |
| 51-55 | 40 |
| 56+ | 25 |

MARITAL STATUS



| Marital Status | SSN Count |
|----------------|-----------|
| Single | 3477 |
| Married | 323 |
| Separated | 155 |
| Divorced | 141 |
| Unknown | 47 |
| Widow/er | 11 |

ETHNICITY

| Ethnicity | SSN Count | 18-24 | 25+ |
|------------------|-----------|-------|------|
| African-American | 2896 | 807 | 2089 |
| Caucasian | 885 | 139 | 746 |
| Asian | 107 | 5 | 102 |
| Biracial | 88 | 23 | 65 |
| Other | 93 | 7 | 86 |
| Hispanic | 58 | 13 | 45 |
| Unknown | 27 | 12 | 15 |

EDUCATION

| Educational Range | 18-24 Yrs. of Age | 25+ Yrs of Age |
|---------------------------------|--------------------------|-----------------------|
| 8th Grade or Lower | 12 | 93 |
| 9th or 10th Grade | 75 | 202 |
| 11th or 12th grade | 311 | 387 |
| High School Grad/GED | 537 | 1302 |
| 1 -4 years College no Bachelors | 74 | 561 |
| College Degree or Higher | 8 | 262 |
| Unknown | 27 | 30 |

ZIP CODES - AREAS WITH 100 OR MORE OWF ASSISTANCE GROUPS

| ZIP | SSN Count | Residential Community |
|------------|------------------|---|
| 45225 | 350 | N. Fairmount, Millvale, Camp Washington, S. Cumminsville, Westwood |
| 45211 | 314 | Western Hills, Cheviot, Monfort Heights, Bridgetown |
| 45231 | 250 | Finneytown, Mt Healthy, North College Hill, White Oak |
| 45232 | 208 | St. Bernard, Winton Place, Winton Hills, Carthage |
| 45229 | 202 | Avondale, North Avondale, Corryville, Paddock Hills |
| 45238 | 202 | West Price Hill, Westwood, Delhi |
| 45205 | 188 | Price Hill |
| 45239 | 186 | Groesbeck, North College Hill, White Oak |
| 45237 | 177 | Roselawn, Bond Hill |
| 45206 | 176 | Walnut Hills, East Walnut Hills, Woodburn |
| 45214 | 169 | Fairmount, West End |
| 45223 | 164 | Cumminsville, Mt Airy, Northside |
| 45240 | 150 | Forest Park, Winton Woods |
| 45215 | 137 | Woodlawn, Reading, Lockland, Arlington Heights, Lincoln Heights, |
| 45202 | 106 | Over-The-Rhine, Mt Adams, Pendleton, Mt Auburn, Hyde Park, Corryville, East End, Columbia-Tusculum, East Walnut Hills |
| 45224 | 101 | College Hill, Carthage, Hartwell, Mt Airy, Winton Hills, Winton Place |

ATTACHMENT J

Comprehensive Case Management and Employment (CCMEP) Plan



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

for

County or Counties: Hamilton

Effective Date: 07/01/2018

Plan Submission

Each Lead Agency is required to adopt and submit a CCMEP Program Plan to the Ohio Department of Job and Family Services (ODJFS) each fiscal biennial period. The CCMEP plan must be submitted **no later than October 1st each biennium.**

The plan may be amended by the Lead Agency as needed. An amended plan must be submitted to ODJFS no later than 10 calendar days after the amended program plan becomes effective. For each amendment, the submission must contain one version that clearly indicates what was added or stricken from the prior effective plan and one version that reflects the final plan with all amendments included.

If a board of county commissioners redesignates the Lead Agency during a fiscal biennial period, the new Lead Agency shall prepare and submit to ODJFS a new CCMEP plan not later than sixty calendar days after the redesignation takes effect.

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

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1. Lead Agency and Coordination with Partners

Each board of county commissioners is required to choose a single Lead Agency, either the CDJFS or workforce development agency that serves the county, to administer CCMEP. A single Lead Agency is necessary to ensure accountability for program performance and results.

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

| | | | |
|---|---|--|---------------|
| Lead Agency Name Hamilton County Job & Family Services | | | |
| Lead Agency Address 222 E. Central Parkway | | City Cincinnati | State Ohio |
| Zip Code 45202 | | | |
| First Name of Lead Agency Official Maira | Last Name of Lead Agency Official Weir | Title of Lead Agency Official Director | |
| Phone Number (513) 946-2111 | | Email Address weirm@jfs.hamilton-co.org | |

| | | |
|---|---|--------------------------------|
| Program Contact Person Timothy McCartney | | Phone Number (513) 946-1732 |
| Phone Number (513) 946-1732 | Email Address mccart04@jfs.hamilton-co.org | |

| | |
|-------------------------------------|---|
| Fiscal Contact Person Mike Hiles | |
| Phone Number (513) 946-1854 | Email Address HILESM@jfs.hamilton-co.org |

1.2 Identify the other local participating agency (i.e., CDJFS or workforce development agency that serves the county).

| | | | |
|---|--|--|---------------|
| Agency Name Southwest Ohio Regional Workforce Investment Board (SWORWIB) | | | |
| Agency Address 100 Scarlet Oaks Drive | | City Cincinnati | State Ohio |
| Zip Code 45241 | | | |
| First Name of Lead Agency Official Sherry | Last Name of Lead Agency Official Kelley-Marshall | Title of Lead Agency Official President/CEO | |
| Phone Number (513) 612-3643 | | Email Address smarshall@sworwib.org | |

1.3 Identify the workforce development board and area for the county.

| | |
|---|--|
| Workforce Development Area #13-Cincinnati & Hamilton County, served by the SWORWIB | |
| Workforce Development Board Chair Name Brad Brezinski | |
| Workforce Development Board Director Name Sherry Kelley Marshall | |
| Phone Number (513) 612-3643 | Email Address smarshall@sworwib.org |

1.4 Identify the implementation manager for the Lead Agency.

| | | |
|--|---|--|
| First Name of Implementation Manager Bonita | Last Name of Implementation Manager Wood | Title of Implementation Manager CCMEP Program Manager |
| Phone Number (513) 946-7282 | | Email Address woodb@jfs.hamilton-co.org |

1.5 Lead Agency's performance and data management contact:

| | |
|--------------------------------|---|
| Contact Person April Barker | |
| Phone Number (513) 946-1068 | Email Address barkea@jfs.hamilton-co.org |

1.6 How does the Lead Agency partner with the other local participating agency (CDJFS or workforce development agency) to implement CCMEP?

Describe:

HCJFS has a strong working relationship with the local Workforce Development Board, SWORWIB. As the lead agency, HCJFS will work in conjunction with the Southwest Ohio Region Workforce Investment Board to align CCMEP with area priorities for workforce development, in-demand jobs and business engagement, particularly for the youth and young adult populations served by CCMEP.

The SWORWIB has facilitated a series of meetings with all entities identified as WIOA performance partners; other CCMEP partners will include all MOU members as well as current and future TANF, WIOA, and CCMEP vendors. We meet monthly and formally with each of these groups. Hamilton County Job and Family Services and the SWORWIB will collaborate to maintain these meetings for the life of CCMEP. Their members drive the content and delivery of results from this local plan. Local procedures have been written and refined for:

- Referral to resolution
- Scheduled and regular cross training
- Shared policy reviews
- Leveraged funding, co-enrollment, preferential enrollment, and service priorities
- Performance measure reviews

As the Lead Agency, HCJFS ensures accountability for program performance and results. HCJFS and the SWORWIB collaborated in creating this plan for administration of CCMEP. Activities and services are coordinated with local participating agencies to determine eligibility for WIOA youth and ensure that TANF funds are expended for allowable purposes. We communicate our processes and rules via frequent meetings, written documents and regular monitoring with data gathering and progress reports. HCJFS will report progress and results to the full SWORWIB board at their quarterly meetings.

CCMEP policy is subject to SWORWIB review and approval. All meetings are shared; many are co-facilitated by HCJFS and the SWORWIB. PRC funds, TANF dollars, and CCMEP dollars are leveraged to make the most of WIOA investments. CCMEP TANF dollars have been added to and flow directly through current contracted WIOA youth vendors; 33% of contract values are comprised of TANF funding.

1.7 How does the Lead Agency plan to partner and actively collaborate with the local workforce development board including but not limited to *(Please attach any relevant policies to this plan.)*:

- Frequency of meetings
- Engagement of local businesses
- Engagement of community partners
- Develop policies for work experience and incentives

Describe:

The lead agency, Hamilton County Job and Family Services, worked in concert with the local workforce development board, the Southwest Ohio Regional Workforce Investment Board, to procure the current local WIOA youth agencies in July 2015. Those agencies (as well as all agencies who bid) were made aware of their future expanded role within CCMEP youth services. Contracted agencies willingly expanded their WIOA services to

implement CCMEP requirements and are critical service providers. During this time, policy adoption and development also occurred, in particular to the work experience policy. The WIOA work experience policy was adopted for TANF funding in CCMEP. However, the TANF funding will not be used for stipends for work experience.

HCJFS expanded the budgets (TANF), performance, and reporting responsibilities of these vendors to align them with CCMEP requirements. All resulting outputs, outcomes, and performance results will be subject to quarterly reporting to the SWORWIB, as indicated by the SWORWIB Board action dated 2/11/16. In the short term, we will work closely together to ensure 14 and 15 year old youth receive appropriate services. Hamilton County will review TANF eligibility for all WIOA Youth as determined by providers. Each CCMEP youth will be enrolled with a specific TANF goal identified suitable to their needs. CCMEP services delivered to WIOA youth will be managed so that WIOA youth enrolled with income in excess of TANF income standards (5%) are accounted for separately to ensure they are 100% WIOA funded.

WIOA contracts are held by:

1. Cincinnati Youth Collaborative/Jobs for Cincinnati Graduates
2. Santa Maria/Literacy Center West
3. ResCare "My Life"

Monitoring of these contracts and ongoing quality assurance is provided by:

1. Hamilton County Job and Family Services (HCJFS)
2. The Southwest Ohio Workforce Investment Board (SWORWIB)

In WIOA youth contracts, there is a separation between the entities delivering services and the entities setting policy, monitoring providers, and reviewing, recommending and procuring providers.

Among low income WIOA adult populations, a potential local conflict has been specifically avoided.

How the local participating agencies and workforce development board will ensure there is no conflict of interest when the services of the CDJFS may be procured by the local workforce development board.

HCJFS has been designated as the WIOA Fiscal Agent for Cincinnati and Hamilton County. HCJFS has been selected by the Workforce Board, through competitive procurement, to serve as the local OhioMeansJobs operator. Under the leadership of the Workforce Board and at their selection, HCJFS procures, contracts with and monitors the compliance of WIOA youth service providers. Appropriately, the SWORWIB has procured independent third-party monitoring of the OMJ operator. The OMJ operator role by HCJFS is specified in a formal One Stop Operator contract between the Workforce Board and HCJFS, developed by and contractually initiated by the Workforce Board. Procurement of this OMJ operator role was completed by the SWORWIB with an outside law firm and with no procurement or selection role played by HCJFS or other county personnel.

The OMJ Center operator and the Fiscal agent are tied to the same organization. These two parties report in different chains of command (CFO vs. COO). Conflicts related to conducting procurement for the One Stop Operator/OMJ Center, contracting with the One Stop Operator/OMJ Center and monitoring the One Stop Operator/OMJ Center are resolved by the Workforce Board assuming these responsibilities. The operator is submissive to the Fiscal Agent on all topics related to creating obligations, purchase orders, budgets, and payments. Spending and obligations are monitored and reported on at least monthly by the Fiscal agent. The operator can't act to procure services, incur costs, or pay bills without the prior formal and documented consent from the Fiscal agent. Fiscal monitoring is ongoing and more thorough than is typical with vendor relations.

Both the OMJ operator and HCJFS, as fiscal agent, provide monthly reports to the SWORWIB which are reviewed quarterly by the full board and monthly by the officers. In addition to reports, HCJFS and contracted CCMEP WIOA/TANF providers regularly attend monthly and quarterly meetings with the SWORWIB and their community and business partners.

The OhioMeansJobs Business Services Unit is a physically and functionally integrated team including State and operator staff responsible for Trade, apprenticeship, Rapid Response, WIOA and Veteran services. This team regularly works with local economic development staff. They collaborate with niche service providers regularly including, for example, Community Link, Mature Services, City Link, CAA, and OOD. They have quarterly meetings with HCD and are in close touch with representatives from the City of Cincinnati, especially the Small Business Group.

Funding priority is assigned to collaborations with these partners in general and to economic development collaborative in particular. The St. Bernard Soap effort or the Economic Development Rapid Response letter of collaboration are evidence of that development priority.

Business Services functions are inclusive of the bulk of activities completed at OhioMeansJobs. Those include:

- Job posting services (approximately 200 per month)

- Hiring events for barrier or entry level positions (average of 8 per month)
 - On-the-Job training funds for advanced skill positions
 - Tuition assistance in in-demand fields to provide a pipeline of skilled job seekers in in-demand fields.
 - Regularly scheduled employer workshops in timely topics
 - Regularly schedule job-seeker workshops designed to provide employers with job-ready applicants (bi-weekly workshops on interviewing, job search and resume writing skills)
 - We collaborate with partners to provide employers with non-traditional hiring options such as disability services, summer youth services, veteran services, older workers, and graduating high school students.
- OMJ works closely with REDI. They have implemented a process to quickly act on referrals and report activity to the SWORWIB director. They have Bi-monthly meeting with HCDC, and maintain close contact with the City of Cincinnati Economic Development and Small Business Inclusion Department.

A dozen high performing local schools rely on OMJ for tuition assistance (ITA's) for vocational certifications. Scores of local employers rely on OMJ for funding to support their on-the-job training of new hires. OMJ is a partner in a number of local employer-trainer collaborations such as Per-Scholas. A steady stream of employers draw on OMJ to host, staff, and advertise hiring events for current, open positions. These efforts are not completed in isolation, but are part of a broader strategy that includes regular collaboration with local economic development professionals.

Rapid Response is initiated by a state representative, who is also a participating member of the Business Service Team. This allows for seamless communication when trying to quickly place dislocated workers into new positions. REDI, or HCDC may provide first notice of a local lay off, or they may be included in our efforts to place dislocated workers that result from a mass lay off.

OhioMeansJobs Cincinnati/Hamilton County has worked with St. Bernard Soap Company since October of 2017. We worked with their management team to post jobs and solicit applications. We provided \$100,000 in funding to support training for new-hires and to retain this employer in the region.

The center hosts quarterly employer trainings in topics ranging from second chance hiring and drug free workplace policies to Social Media for recruiting. These are well attended.

The Business Services Unit (BSU) has a series of flyers and hand-outs advertising their services. These are complimented by similar hand-outs available through the SWORWIB. The BSU produces a funding and services availability summary bi-monthly to update employers regarding services available as these vary depending on the relative availability of formula funds and supplemental grants

Our typical BSU services (hiring events, OJT's, work supports, job postings) are supported by an eagerness to be flexible to meet the needs of employers. A number of employers have taken advantage of our space and staff for unusual and ad-hoc support. Examples include Sam Adams union negotiation, Delta screening, hiring, and training, Census screening, hiring, and training, Ineos NCRC testing, Waffle House on-boarding, etc.

2017 Business Services Unit primary outputs are below.

1. The OMJ center hosted 116 hiring events in 2017 with 1,152 attending job seekers.
2. In PY16 the Hamilton County RR team served 16 companies and 659 employees
3. OhioMeansJobs invested \$765,000 in these 149 jobs to support robust in-house training with wages averaging \$15.56 per hour.

These outputs are supported by strong customer service data, employer workshop attendance, OMJ.com job posting activities, community and economic development collaborations, as well as shared efforts with OMJ partners.

The OhioMeansJobs BSU unit is necessarily a partner collaborative through its inclusion of WIOA, Trade, Rapid Response, Apprenticeship, and Veteran Rep staff. They also collaborate with other partners on shared employer and hiring event activities.

- In early 2018 the OMJ center entered into a collaborative agreement with HCDC and REDI economic Development staff to mutually support laid off workers and their employers.
- In 2017 OMJ actively supported an IKRON survey of local employers regarding drug-free workplace practices.
- In 2018 the OMJ staff are coordinating focus groups of youth and employers regarding workplace safety practices, curriculum and training in support of a NIOSH initiative.

- OMJ will staff and host an OOD 'Job Developer Bootcamp and Professional Networking Day' on Wednesday, August 29, 2018 at OMJ.
- Each year OMJ hosts employer hiring events for employers and job seekers associated with the TANF summer youth employment program on evenings and weekends.

1.8 List policies developed by the local workforce board relevant to the administration of CCMEP, including but not limited to *(Please attach any relevant policies to this plan.):*

- Select basic skills assessment(s);
- Ensure determination of eligibility for the Workforce Innovation and Opportunity Act (WIOA) youth program;
- Report and collect data;
- Monitor contracts and ensure compliance;
- Supportive services;
- Follow up services;
- "Needs additional assistance" policy; and
- Disclosure of relationship.

Describe:

The SWORWIB will be an integral part and equal partner with the lead agency in developing the local plan and establish guidelines for uniform administration of CCMEP;

- In collaboration with the SWORWIB, HCJFS identified the Test of Adult Basic Education (TABE) as our basic skills assessment. Additional tests may be used including WorkKeys and the National Career Readiness Credential if plans indicate training. The SWORWIB partners with HCJFS to monitor and conduct regular case audits and site reviews of each of our WIOA youth providers, to ensure that eligibility is properly determined. We also collaborate on all related state and federal monitoring reviews of WIOA youth services.
- HCJFS is responsible for providing the SWORWIB with regular reports and updates on all current WIOA youth and adult services. That remains true and has expanded into fuller CCMEP data. That reporting is regularly expanded or refined to address needs identified by the SWORWIB.
- HCJFS and the SWORWIB currently collaborate in monitoring of WIOA youth contracts. The SWORWIB has contracted with a third party monitor to regularly review HCJFS, as OMJ operator, compliance. Those will continue, and the SWORWIB has been added to HCJFS monitoring activities of any CCMEP vendors.

The Southwest Ohio Regional Workforce Investment Board passed several WIOA youth policies to ensure a smooth transition from WIA to WIOA. These policies included guidance for Work Experience, Youth Program Eligibility, Selective Services, documentation for WIOA Eligibility, Determination of Dependent Status, Youth Program Services and Monitoring. The SWORWIB, in conjunction with the CCMEP lead agency HCJFS, will continue to develop policies for the items listed above.

The WIOA supportive services policy was adopted for CCMEP TANF. However, the TANF funding will not be used for medical services besides pre-pregnancy family planning services. The TANF funding provided will meet TANF nonassistance regulations as defined in 45 C.F.R 260.31.

Rule 5101:14-1-04 was used for guidance when developing policies to address the above bulleted items. Please see attached policies in folder: CCMEP Attachments for Question 1.8

1.9 What other partners/providers are the Lead Agency collaborating with to implement CCMEP? Please provide name(s) and services to be provided. Check all that apply.

☒ Adult Basic Literacy and Education (ABLE) Providers

Adult Education/Aspire program (formerly called ABLE) is a partner at the OhioMeansJobs Center of Cincinnati. They are part of our regular monthly operations and Board meetings. They have been involved with the development of the local plan and continue to be a primary referral partner for CCMEP youth.

☒ Alcohol, Drug and Mental Health (ADAMH) Board

Hamilton County Mental Health Board (MHB) and Alcohol and Drug Addiction Services Board (ADAS) are both deeply involved in our existing welfare to work contracts. Our current referral to resolution work (WIOA) has made these relationships stronger.

☒ Businesses

Example: Multiple business partnerships currently exist between HCJFS (via OMJ) and the local business community. OMJ provided more than one service to 166 employers from July 2016 to June 2017. Our CY 2016 summer youth services placed 810 youth at local employers investing 1.091 million dollars in wages paid to our youth. 600 OWF recipients were working and had employment included as an assigned activity in their January 2016 case plan.

New to summer employment was the addition of the Ohio Youth Works Program (OYWP) which served youth ages 14-15 years. The OYWP summer youth services placed 126 youth at community businesses investing in \$166,974.83 in wages paid to these youth. The success of the OYWP is partly credited to dividing the 8 week program into 3 phases; Phase 1: Job Readiness Training (JRT); Phase 2: Specialized Classroom Training; Phase 3: Employer Placement. This process created an opportunity to provide youth with additional training which Our SWORWIB board includes 33 local employers. These relationships will remain a vital part of our service model under CCMEP.

☒ Career and Technical Education

Example: Great Oaks Career and Technical school is an active partner, local approved training provider, and offers on-site healthcare training at the OMJ center.

☒ Child Care Providers

Example: HCJFS acts as the OMJ operator and the local agency responsible for certifying local approved child care providers as well as determining eligibility for child care subsidies. OMJ center job seekers can get and submit a child care application while at the OMJ center.

☒ Child Support Enforcement Agency

Example: HCJFS acts as the OMJ operator and the local agency responsible for Child Support Enforcement. The OMJ Center offers a resource room, workshops and employment opportunity leads and activities as tools available to child support obligors.

☒ Children Services Agency

Example: HCJFS acts as the OMJ operator and the local agency responsible for Children Services activities. Children Services staff regularly refers caseload participants to OMJ for job seeking activities. That relationship is particularly close with regard to emancipating youth.

☒ Community College(s)

Example: Cincinnati State is an active partner, local approved training provider, and offers off-site healthcare training. Cincinnati State also promotes other large federal grant training programs routinely during orientation and other events.

☒ Community Action Agency

Example: Cincinnati/Hamilton County CAA is an off-site partner to the OhioMeansJobs Center of Cincinnati. We regularly collaborate on contracts, grants, customer education, and mutual referrals. Cincinnati/Hamilton County CAA is also sub-contracted to provide direct services to CCMEP TANF youth as well as being an approved training vendor.

☒ County Family Service Planning Committee

Example: The Hamilton County Job and Family Services Planning Committee is regularly attended by the COO with oversight responsibility over the OMJ operator. That body drives policy related to the PRC services that OMJ offers.

☒ Family and Children First Council

Example: Family and Children First Council has a relationship with Hamilton County Job and Family Services through the Children's Services Division.

☒ Juvenile Court System

Example: Hamilton County Juvenile Court System is a priority partner and active supporter of Summer Youth Activities offered by HCJFS with substantial presence at the OMJ center. Note: Hamilton County specifically prohibits CCMEP and TANF funds from being used for any Juvenile court service. It is likely that our proper and generally available TANF services will serve some youth who have co-occurring contact with Juvenile justice, however, that overlap will be incidental. No unique services will be created for Juvenile Justice participants. No TANF funds will be used to supplant funds or activities that would otherwise be the obligation of Juvenile courts to provide.

☒ Local Healthier Buckeye Council

Example: This is a budding collaboration that may grow in the coming months as resources become available.

☒ Local School District(s)

HCJFS collaborates with and refers youth and young adults to Cincinnati Public Schools to obtain a high school diploma or GED. HCJFS has a contracted in-school provider, Cincinnati Youth Collaborative, who serve 142+ youth at 5 different Cincinnati Public Schools.

☒ Vocational Rehabilitation (Opportunities for Ohioans with Disabilities (OOD))

Example: OOD is an on-site partner at the OMJ-Cincinnati Center, an active participant in operations meeting, and a provider of Windmills training for OMJ staff members.

☒ Other

Example: OMJ has active and vital ongoing and on-site partnerships with ODJFS vet rep, UI, and Rapid Response staff, with Job Corps, OWF work participation vendors, Summer Youth vendors, OWIP vendors, SWORWIB staff, the University of Cincinnati, and Volunteers of America. OMJ hosts United Way volunteers on Saturdays between February and April to prepare taxes for local residents. OMJ has negotiated a shared and mutual release form that covers the core partners listed below. In the context of all referrals to resolution, OMJ will share a completed OMJ registration form with the organization that our referrals are made to. As we identify opportunities we will add data elements to the registration form that are generally needed for intake purposes by the bulk of partners.

Mature Services (Older Americans Act of 1965)
 Great Oaks and Cincinnati State (Carl D. Perkins Career and Technical Education Act) ODJFS
 (Trade Act)
 Vet Rep Staff (ODJFS VA)
 CAA (Community Services Block Grant Act) CMHA (Housing and Urban Development)
 ODJFS UI (State unemployment compensation)
 Hamilton County Office of Reentry (Second Chance Act).
 United Way (Bold Goals - Financial stability)

We continue to build on these relationships in the context of CCMEP to assure the following:

- Mutual releases of information
- Preferential co-enrollment - collegial and non-binding
- Protocol for referral to resolution with each other
- Shared assessment information
- Monthly contact (phone or face to face) to align individual case plans for co-enrolled customers
- Monthly data match to identify unknown shared customers
- Monthly data match to identify outcomes, exits, etc. for shared customers
- Formal, scheduled, and regular cross-training of staff - particularly new staff - re services, and referrals
- Co-location when possible
- Regular and ongoing manager one-on one meetings
- Regular and ongoing shared partner meetings

2. Population Served

Lead Agencies must serve individuals in the CCMEP program in compliance with the following:

- Individuals **required** to participate: 1) work-eligible participants in the Ohio Works First (OWF) program; and 2) individuals who are in-school youth or out-of-school youth as a condition of enrollment in workforce development activities funded by WIOA.
- Individuals who may **volunteer** to participate: 1) OWF participants determined not to be work eligible; and 2) individuals receiving benefits and services through the Prevention, Retention and Contingency (PRC) program.

2.1 How many CCMEP **required** participants will the Lead Agency serve annually?

Please provide the anticipated number of required individuals the Lead Agency will serve annually in CCMEP: There are approximately 1,200 customers currently enrolled in the program who are required to participate. However, that number is expected grow over the next year.

2.2 How many CCMEP **volunteer** participants will the Lead Agency serve annually?

Please provide the anticipated number of volunteers the Lead Agency will serve annually in CCMEP: Since July 1, 2016, Hamilton County has served 236 volunteer customers in CCMEP. The vast majority of these customers were a direct result of interest in summer employment.

That number is expected to increase over the next year with the enrollment of summer employment customers into CCMEP. We continue to invest resources in basic services, system protocols, and manageable caseloads for required participants. Currently our first priority volunteers are those associated with partner referrals, particularly ASPIRE participants. Our TANF population may decline as the OWF denominator drops for this subset. To the extent that it does, we will continue to increase volumes served from other populations listed above.

2.3 How many CCMEP participants do you expect to be eligible for both TANF and WIOA funding?

Please provide the anticipated number of co-funded participants the Lead Agency will serve annually in CCMEP: There are approximately 300 participants served who are co-funded by both CCMEP WIOA and CCMEP TANF.

3. Coordination of Services

Coordination of services supports improved organization and integration of TANF and WIOA funded services. A Lead Agency can co-locate their staff with the other local participating agency at one location to help individuals access services easier and more efficiently.

3.1 How is the Lead Agency meeting the needs of and engaging local businesses to provide employment and learning opportunities for program participants using the expertise of the Lead Agency, the local participating agency, and subcontractors as described in rule 5101:14-1-03 of the Administrative Code?

Describe:

Many partners are on-site including WIOA youth services, Job Corps, OOD, TANF, PRC, Perkins and vocational training, Wagner Peyser and UI compliance, ODJFS veteran services, the Federal Education Opportunity Center staff, and Volunteers of America. Aspire is located within two blocks of the center. Resource room services, workshops, veteran services, and general inquiries are available to the general public without an appointment. All on-site partners do offer appointments for visits. Off-site partners are available by phone or internet at OMJ to schedule a future appointment. Those include Community Action Agency, Mature Services, and HUD/CMHA E&T.

CCMEP resulted in revised WIOA youth services and a more vigorous co-location including assessment, intake, and comprehensive service referral. Linkages to the job market and employers include multiple on-site employer sponsored hiring events monthly, eOMJ as the home page on all resource room computers, posted high-profile job openings that are rotated weekly, employer trainings delivered quarterly on-site, and regular scheduled trainings in job seeking, resume writing, and interview skills.

TANF work participation staff (13), services, and adults are hosted currently at OMJ. That presence will expand under CCMEP. OWIP staff are on site as well.

Hamilton County Job and Family Services, as the lead agency, coordinates the services between the WIOA youth, CCMEP and the Cincinnati/Hamilton County OhioMeansJobs (OMJ) center. Hamilton County Job and Family Services, as the lead agency ensures that all youth activities occur through each WIOA youth provider. The youth are provided linkages to the job market and employers, via the local OMJ center. The WIOA youth providers offers access to CCMEP for each eligible youth as well as ensuring services for non-eligible youth. There will be CCMEP staff as well as WIOA youth vendor staff located at the local OMJ center. Contracted CCMEP TANF vendor and subcontractors hold and facilitate and refer participants to hiring events. They actively work with and build relationships with employers and training providers. Example: On a biweekly basis, local training providers present to CCMEP customers at alternate CCMEP provider locations.

3.2 How does the Lead Agency communicate and streamline processes between the Lead Agency, the local participating agency, and any subcontractors (e.g. summer employment services)?

Describe:

The lead agency meets on a weekly basis with contracted CCMEP providers to create and review policy, forms and workflows. An SFTP is currently utilized to house all meeting minutes, written policies, procedures, personnel directories, CCMEP orientation calendars and other valuable resources.

Additional efforts made included sending CCMEP customers flyers, emails, texts and received phone calls informing them of the summer employment opportunities. They were given a timeframe to come in to fill out paperwork and get scheduled for preliminary job readiness sessions to prepare for summer jobs. This includes career exploration field trips and classroom workshops on Effective Communication, Workplace Behavior, Virtual Backpack e-OMJ, Resume Development and the FIT & Talent Assessment.

Youth who were not CCMEP customers attended Information Sessions to hear about CCMEP's year-round program. If they were interested in CCMEP, they completed a JFS PRC application during the Information Session to see if they met eligibility requirements. JFS determined eligibility under TANF PRC guidelines and communicated to CCMEP the names of all PRC applicants who were approved. Once approved, the youth were scheduled to complete CCMEP Intake Process.

All youth (current and new) who completed the Intake process were scheduled to complete preliminary job readiness activities. Those who completed were invited to a Hiring Event where they met and interviewed with local employers. Instead of just placing youth, the employers were given the opportunity to review interviewees and note who they would be interested in working with. Youth selected by employers were told which employers expressed an interest in them. Final placement decision was made by the youth with guidance from CCMEP summer job coaches. All youth wages will be paid by Talbert House (lead agency for CCMEP contract who is the employer of record for Hamilton County).

4. Outreach, Referral, and Eligibility

4.1 What outreach activities are being conducted to identify individuals potentially eligible for CCMEP? Check all that apply.

- ☒ Social media (e.g., Facebook, Twitter, Snapchat, Instagram, YouTube, Secret, & Whisper)
- ☒ Brochures, posters, flyers
- ☒ OhioMeansJobs.com
- ☐ Digital banners
- ☒ Special events
- ☐ Radio
- ☒ Promotion through partners (e.g., schools, community centers, etc.)
- ☒ Other: Public Libraries of Hamilton County

4.2 What is the referral process between the local participating agency and the Lead Agency?

The Lead Agency is responsible for developing an agreed upon referral process that takes place no later than 7 calendar days from when the determination is made that the individual is required or may volunteer to participate. A mandatory OWF participant shall be referred to CCMEP as described in paragraph (B)(2) of rule 5101:1-2-01 of the Administrative Code. This process should include confirmed contact(s) between each agency.

Describe:

Our WIOA providers transitioned a combined total of 438 CCMEP eligible WIOA Youth into CCMEP on 7/1 2016. Each provider serves all new youth upon applications; thus a referral is not required.

Upon the implementation of CCMEP on 7/1/16, all OWF intake customers were referred to CCMEP as part of their IOP. See attached written policy and procedure regarding mandatory OWF customers. Customers in receipt of OWF (ongoing) were enrolled at reapplication or were scheduled in to ensure compliance with the 12/31/16 deadline.

CCMEP volunteers will be assessed and enrolled by the OMJ operator immediately upon application. OMJ Case Managers will maintain these cases and provide all required CCMEP services to this youth. Seven day timeliness standards will be monitored and documented in all cases.

Written procedures for WIOA & TANF have been developed, disseminated, trained on and frequently reviewed and updated as warranted. When the customer applies for cash, the JFS ET schedules a CL/CCMEP orientation appointment through the Community Link Database. CLDB highlights customers 7200 application date and the 30th day. There is also a 30th day report in CLDB that list customers who are nearing the 30th day and notification to the JFS ET has not been sent.

When the customer attends CL/CCMEP Orientation, the customer completes the CL registration form, signs a PRA and receives an intake appointment with a CCMEP provider within the next 5 days. The customer and the CL worker signs the appointment letter and the customer receives a copy the letter. The customer is given an Orientation completion certificate and transportation in the form of bus tickets or gas card. The TANF funded gas cards will follow FAL #103.

Customers who do not attend the scheduled orientation are contacted by the CL worker to reschedule another appointment. All efforts to contact customers are documented in the Community Link Database. After two unsuccessful attempts to reschedule customers to CL/CCMEP Orientation, CL will send notification to JFS that the customer is not in compliance.

Once the customer attends the CCMEP intake appointment and signs the IOP, CCMEP sends a list of completed IOPs daily to CL. CL imports the IOPs into CLDB and notifies the JFS ET that the customer is in compliance with Community Link. Customers who do not attend the CCMEP Intake appointment are contacted by the CCMEP worker to reschedule the appointment. The CCMEP worker notifies the CL worker that the customer did not attend and the CL worker will reach out to the customer also.

After 2 unsuccessful attempts to contact the customer, CL will send notification to JFS that the customer is not in compliance with Community Link. Upon completion of the IOP, the IOP is entered into Salesforce by CCMEP. CCMEP sends a daily report to Community Link listing the IOPs that have been completed and signed. CL completes a case plan in CLDB and locks it then notifies the JFS ET that the customer is in compliance with community link. CL scans the signed IOP into OnBase.

The lead agency has and will continue to provide regular reporting to support ongoing collaboration and strategic/tactical planning with the SWORWIB. There are regularly scheduled training sessions and bi-weekly meetings between the lead agency and partner agencies to build on strengths and identify challenges.

4.3 Confirm that the Lead Agency has a process for working with the other local participating agency and/or any subcontractors to ensure the following:

- ☒ The Lead Agency has a process to share the number of months a program participant has participated in OWF that were subject to the time limit described in rule 5101:1-23-01 of the Administrative Code for inclusion in the IOP.

Describe:

Our contracted CCMEP TANF vendor (Mandatory/Volunteer) has view only access to CRIS-E. The provider has been trained and is able to retrieve this data as needed. In the case where a youth is both enrolled in WIOA and is a mandatory OWF participant, the CCMEP provider will work alongside the WIOA vendor and share information as appropriate.

Please see attached policies in folder: CCMEP Attachments for Question 4.3

- ☒ The Lead Agency has a process to screen, refer, and communicate about a program participant who is determined to be a victim of domestic violence, including modified hours of participation, waivers from requirements, referrals to counseling and other appropriate community resources, and protecting personal information.

Describe:

Domestic violence barriers are now and will continue to be documented at regular intervals from eligibility documentation through hardship determination. Confidentiality is maintained consistently and services are provided to address this work barrier. Additional protocol and procedures have been developed and implemented in the communication and capture of the CCMEP cases where Domestic Violence is a concern.

If customer reports current DV, they can ask to waive participation requirement. JFS Domestic Violence form can be completed and sent to JFS Workforce Development Manager to indicate waiver in CRISE. Customer still has input into work assignment and may choose to still participate. Hamilton County can code such customer activities with the prefix "ViAP" along with the assignment. Although participation hours vary between 20-55 hours/week, Hamilton County is flexible to provide appropriate assignments and customize plans. CCMEP Hamilton County refers DV customers to Women Helping Women, the YWCA and any other entity that can help them address this situation.

Please see the attached procedure and document used to address these sensitive cases.

- ☒ The Lead Agency has a process to communicate information regarding:
- CCMEP activities assigned for OWF work-eligible individuals;
 - OWF work-eligible individual's status changes, OWF recipient income information, FLSA hour maximums, good cause, OWF sanctions, compliance activity assignment and completion, hourly requirement updates (D3 status, exemptions, etc.), and other factors impacting CCMEP activity hours or OWF eligibility;
 - Verification and participation in CCMEP activities for OWF work-eligible participants;
 - Completion of the comprehensive assessment and IOP no later than 30 calendar days from the date of application for OWF;
 - Failure of an OWF work-eligible participant to comply with the terms of an IOP (within 10 calendar days of the failure);
 - OWF or Supplemental Nutrition Assistance Program recipients' information and acting upon it in accordance with rules 5101:1 and/or 5101:4 of the Administrative Code; and
 - Exiting an OWF work-eligible individual from CCMEP.

Describe:

Modifications were made to existing procedures for assigning OWF and WIOA customer in order to meet new CCMEP requirements. Quality assurance processes are in place to ensure assignments are appropriate and meet mandates.

A stand alone database was created and is used by the CCMEP vendor to input and share data noted in questions above. For example, a daily report is generated to share new and amended IOP's created the previous day as well as information on participant status changes, OWF recipient income information, FLSA hour maximums, good cause, OWF sanctions, hourly requirement updates, other factor's impacting CCMEP activity hours or OWF eligibility, completion of the comprehensive assessment and IOP within 30 days from the date of application for OWF, and OWF or SNAP recipients information and acting on it. A monthly report is generated by the provider and shared with the lead agency which provides detailed attendance/participation information. A daily report is created to communicate IOP failures.

See attached process for exiting OWF work eligible individuals in CCMEP

- ☒ The Lead Agency has a process of notifying the new Lead Agency within 10 calendar days when a program participant moves to another county and it is in the best interest of the program participant to be served in the new county. OWF recipients must be transferred to a new county within 10 calendar days of the move.

Describe:

There has been a process implemented to address county transfers for those customers who have moved out of Hamilton County. This process mimics that of the OWF/TANF process in which customers have 10 calendar days to report a change in address for their benefits. OWF recipients' cases will be transferred within 10 calendar days. Although it is challenging with CCMEP customers due to inconsistent contact, the CCMEP Case Manager works with the Work Participation Case Manager to obtain current address of customers. Upon receipt of knowledge that a customer, who is required to participate in the CCMEP Program, has moved out of county, the following process is implemented.

The new lead agency or the current/previous lead agency should contact the other lead agency to:

- Discuss the participants long and short term goals, based on the IOP, along with services and activities the lead agency provided while participating in the CCMEP program.
 - Determine if it is in the participant's best interest for the participant's case to be transferred to the new county if they are not an OWF recipient.
 - a. Is the participant an OWF recipient?
 - b. Where does the participant prefer to be served?
 - c. Can the participant continue to receive the same services in the new county?
 - d. Are there any known restrictions with the new lead agency that would prevent the participant from being successful in the program?
 - e. Is the new location convenient for the participant?
 - Determine how case documentation will be transferred to the new lead agency and when the transfer is likely to occur.
2. The previous/current lead agency must complete the following steps in OWCMS before transferring the case:
- For each service entered on the IOP in OWCMS, the current/previous lead agency must:
 - a. Select and Actual End Date.
 - b. Select the Service Outcome.
 - Enter case note about the transfer.
 - Select the new lead agency WIOA Office and WIOA staff on the Basic Intake General tab.
3. Send a follow-up email to the new case manager confirming the case transfer.

If the customer's needs are better served by our county, the CCMEP Case Manager will implement the outreach process to re-engage the customer. For cases in which the customer is moving into Hamilton County, the below process is followed:

The customer's case is assigned to a CCMEP Case Manager who will:

1. Contact the participant to set up an appointment to update their IOP. The IOP must be updated within 10 days of the case transfer.
2. During the appointment, discuss any updates that should be made to the IOP.
3. Amend the IOP with the participant.
4. Obtain the participant's signature and dates on the updated IOP.
5. Update OWCMS screens and add services as needed.

If a customer, who is not a recipient of OWF cash assistance and is no longer required to engage in the CCMEP program, moves out of county, the customer has the option to remain enrolled in our program and receive services from our county if this is in their best interest.

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

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

4.5 Define how the Lead Agency forms a household based upon Title IV-A federal regulations and state law for income counting purposes for TANF funding eligibility for WIOA youth individuals and for the semi-annual process. (Please attach any related policies.)

Describe:

The lead agency utilizes the JFS 03002 to determine eligibility for WIOA and TANF funded services. The TANF rules are referenced to define a household as described in section 6112 of the PRC plan. The attached policy describes our semi-annual eligibility review process. Attached is the sample policy that has been adopted by our county to define a household for income counting purposes.

CCMEP Attachments for Question 4.5

4.6 Confirm that the Lead Agency forms a family for income counting purposes for WIOA funding eligibility based upon the definition in paragraph (A)(5) of rule 5101:10-3-01 of the Administrative Code.

- ☒ Yes, the Lead Agency is forming a family for income counting purposes for WIOA funding eligibility based upon the definition in paragraph (A)(5) of rule 5101:10-3-01 of the Administrative Code.

5. CCMEP Comprehensive Assessment and Individual Opportunity Plan (IOP)

5.1 Describe the Lead Agency's process for the CCMEP Comprehensive Assessment.

Describe:

The JFS 03003 can be completed by OMJ staff, contracted OWF providers and contracted WIOA Youth providers at application and/or recertification for services or benefits. Current TANF vendors are already using the CCMEP assessment tool which is built into their internal data bases. Although electronically completed, the JFS 03003 paper form may be used when appropriate. The existing HCJFS referral process will continue. WIOA Youth vendors has incorporated the JFS03003 assessment into their current WIOA assessment. All assessments are entered into OWCMS (upon developing or transferring from hard copy)

OWF applicants must complete CCMEP Intake within 30 days of their OWF application. CCMEP Intake includes the WIOA Application, Comprehensive Assessment, TABE and IOP. If possible, the entire Intake process may be completed at the first appointment. However, the duration of time for the TABE administration was challenging for the customers and affected their benefits application and CCMEP intake process. In an effort to remain compliant with the time frames associated with the customers approval/denial of their benefits application, the CCMEP Intake process was changed to include the administration of the TABE testing during the CCMEP Orientation appointment. upon the completion of the Orientation, the customer was scheduled to meet with their CCMEP Case Manager at which time the IOP is developed and signed. The CCMEP customers are scheduled for TABE administration by a contracted community vendor such as ASPIRE, Mercy Neighborhood Ministries as well as designated CCMEP service providers.

5.2 What basic skills assessment does the Lead Agency use?

- ☒ WorkKeys®
- ☐ Basic English Skills Test (BEST)
- ☐ Comprehensive Adult Student Assessment Systems (CASAS)
- ☐ General Assessment of Instructional Needs (GAIN)
- ☐ Massachusetts Adult Proficiency Test (MAPT)
- ☒ Test of Adult Basic Education (TABE®)
- ☐ Standardized tests – secondary school students only
- ☐ Other formalized testing instruments to measure skills-related gains (Specify below).

Describe:

The TABE Test is used to measure the educational baseline for the CCMEP customers. The TABE Test was chosen as it is the standard form of testing that is used by all partnered agencies throughout Hamilton County. WorkKeys may be utilized as a pre-requisite for training.

5.3 Confirm that the Lead Agency has a process to ensure IOPs are developed with participants based on their needs and revised with updates when necessary.

- ☒ The Lead Agency has a process to ensure IOPs are developed with program participants based on their needs and revised with updates when necessary.

5.4 Describe how the Lead Agency ensures that case managers engage with program participants at least once every 30 days and keep them engaged.

Describe:

Once one of the HCJFS partners has determined eligibility they will assess the customers and work with them to create an individual opportunities plan. Throughout the participants engagement in CCMEP, the case managers will continue to collaborate with the participant with any amendments needed for the individual opportunities plan.

Case managers are expected to create a methodology to ensure customers are contacted at least once every thirty days. This may be a tickler file, outlook calendar, etc.

To ensure compliance, CCMEP managers conduct monthly audits. Five files are reviewed from each case manager's caseload. Information is used to provide individual and all staff trainings; outcomes will be part of the case manager's yearly evaluations. HCJFS conducts a separate file review in which customer engagement is an element; goal is to review all new files created and a percentage of ongoing files. Data is maintained on a spreadsheet and outcomes are shared and corrections required when appropriate.

CCMEP staff utilize a variety of methods for engaging customers: Phone calls, texts, emails, letters, home/community visits. Staff are to connect with the customer not less than once per month. More frequent contact is encouraged, especially for customers addressing barriers or completing job readiness/search activities.

All attempts and successful contacts are to be documented in OWCMS and Salesforce. Staff are to use the aforementioned contact methods until they actually reach the customer and provide the case management service required at that time. There are times when customers are not able to come to CCMEP offices so staff meet them in their homes or a mutually agreed upon location in the community. Customers who prefer to come to staff office, but lack transportation can be sent an Uber to pick them up. Arrangements to return home will be discussed at the appointment.

6. Program Services

The Lead Agency, in collaboration with the local board, must ensure that the 14 CCMEP services are available to program participants.

6.1 Provide a brief description of how the CCMEP services are made available to program participants and indicate how each service is designed to reasonably meet a TANF purpose(s).

1. **TANF Purpose 1** - Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives
2. **TANF Purpose 2** - End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage
3. **TANF Purpose 3** - Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies
4. **TANF Purpose 4** - Encourage the formation and maintenance of two-parent families

1. Tutoring, study skills training, instruction and dropout prevention - TANF Purpose(s) 2

Describe:

The activities that are assigned to address the barriers within this element are provided through several community partners. The educational services of the Cincinnati Public School's ASPIRE program, YWCA and Mercy Neighborhood Ministries are utilized. These services will enable the customers to increase their educational skill set in an effort to obtain either their high school diploma or GED. This reasonably meets TANF Purpose 2 because the diploma or GED will assist with employment opportunities which may decrease the reliability of public assistance.

2. Alternative secondary school services/dropout recovery services - TANF Purpose(s) 2

Describe:

The alternative secondary school and dropout recovery services are provided through the DOHN Community

High School. The CCMEP customers who have not obtained their High School diploma prior to the age of 22, are offered the opportunity to enroll in the Dohn community High School's 22+ program and obtain their High School diploma. This addresses TANF Purpose 2 by This meets TANF purpose 2 in that it prepares the customer for job preparation. Most employer's basic requirement for employment is a minimum of a high school diploma or GED. So the additional services within this element will move the customer towards the obtainment of an educational degree to make them more marketable in the workforce

3. Paid and unpaid work experience (with an academic and occupational education component) - TANF Purpose(s) 2

Describe:

The paid and unpaid work activities that are assigned to CCMEP customers to fulfill this element are provided through the the Lead Agency HCJFS, Talbert House CCMEP, Easter Seals, Urban League and Community

Action Agency. Each agency has various paid and unpaid work experience programs/opportunities that are

suitable for the CCMEP customers. This meets TANF Purpose 2 as these experiences promote job preparation in a learning environment where customers obtain transferable skills that are common in the workplace.

4. Occupational skill training - TANF Purpose(s) 2

Describe:

The CCMEP customers are provided the opportunity to engage in an occupational skill training program. These programs are tied to an in demand field that leads to an industry recognized credential. These training programs

are provided by SWORWIB approved training vendors/providers that include the CCMEP training partners, Urban

League, Community Action Agency and Easter Seals. This service is designed to meet TANF Purpose 2 as it promotes job preparation that will yield an employment opportunity that produce sustainable wages.

5. Education offered concurrently with workforce preparation - TANF Purpose(s) 2

Describe:

Through our partnership and collaboration with community based agencies in Hamilton County, the CCMEP

customers are offered the opportunity to engage in workforce preparation concurrently with obtaining education for in-demand trades. Mercy Neighborhood Healthcare Readiness, YWCA First Course and Easter Seals Youthbuild programs provides educational training, employment education and stipend work experience. These programs focus on the Healthcare, Food Industry and Construction careers to name a few. These opportunities address TANF Purpose 2 in that all of these programs prepares customers in a specific trade that will result in livable wages earned. The customers are afforded the opportunity to learn from and trained by reputable employment recruiters with knowledge of current hiring trends in emerging employment/trades. This will decrease the need for the customers to rely upon government assistance as a means of income.

6. Leadership development opportunities - TANF Purpose(s) 2

Describe:

Urban League to name a few of the most popular ones. Dress for success not only provides professional interviewing attire but also provides job readiness programs. These programs include employer driven workshops that cover job search, mock interviewing with human resource representative, professional networking, peer and professional mentoring. Another popular leadership development program is offered through the Urban League. Their program is very diverse and includes but is not limited to, Urban Leadership Program, S.O.A.R. (Solid Opportunities for Advancement and Retention) program, Employment Connections (EC) & the Accelerated Customer Service Education Program (ACE). All of these programs enable the customer to obtain the necessary skill set needed in order to be successful in the obtainment of employment. These programs promote job preparation and work with a sufficient success rate.

7. Supportive services - TANF Purpose(s) 1,2

Describe:

The supportive services provided the customers have contributed to the stability of their situations. These services are addressing a variety of needs to meet TANF Purpose 1 and TANF Purpose 2. These supportive services allows children to remain in their home environment or that of a relative's home. Such services paid through client assistance dollars are used to cover rental and/or utility payments to avoid an eviction and disconnection of utilities, car repairs or transportation to promote prevention of barriers to employment and retention of employment. Also, the utilization of the local homeless shelter hotline, 381-SAFE, is accessed to find emergency shelter to families in need. All of these factor in determining whether or not children are able to remain in their home environment. Other supportive services include YWCA Domestic Violence Program and Legal Aid for customer advocacy. These services address TANF Purpose 2 in that they promote the support needed to maintain self-sufficiency of the customers. This will enable the customers to decrease their need for or dependency upon governmental assistance.

8. Adult mentoring - TANF Purpose(s) 2

Describe:

The adult mentoring services available to our customers includes but not exclusive to Dress for Success, Beech

Acres and Urban League. Each identified agency provides mentorship for our customers to professionally

navigate the job market and for personal development. Our customers are provided the guidance needed in order to learn how to better market themselves within the work industry, how to understand their weaknesses and strengths and how to use them as part of developing a career path. The adult mentoring will assist the customers to be successful as they learn about other opportunities that were otherwise unknown due to their knowledge.

This established relationship provides the customer with the encouragement, support and structured activities to develop the competence, character and confidence of the customer. This will catapult their success with self-sufficiency.

9. Follow-up services for not less than 12 months - TANF Purpose(s) 2

Describe:

The follow-up services provided to meet this element consist of maintaining contact with the customer through a variety of venues. Such methods used include, phone call, text messaging, social media, home visits and collateral contact. These efforts are made to monitor the customers' success during their transition to employment as well as provide further education to assist with their transition.

10. Comprehensive guidance and counseling - TANF Purpose(s) 1,2**Describe:**

To address this element, customers are assisted with making and implementing informed decisions pertaining to their education, occupation, and life choices. The customers are encouraged and assisted with making a dream

board that includes what they want their life to look like and the steps in order to achieve that goal. Some of the

short term goals include referrals to partner agencies for career and academic counseling, drug and alcohol counseling as well as mental health counseling through Talbert House, Greater Cincinnati Behavioral Health or IKRON. This is meeting TANF Purpose 1 as it will provide services to families who struggle with addiction or mental health that threatens their family stability. Referrals to community agencies that provide specific services to meet that need will enable the customer to learn about their barrier and how to overcome that barrier without disrupting their family life. This meets TANF Purpose 2 as well because the academic and career counseling will provide mentorship for the customer.

11. Financial literacy education - TANF Purpose(s) 2**Describe:**

The financial literacy education is an ongoing service provided to the CCMEP customers. This element focuses on educating the customers about finances, credit, understanding banking terminology, establish savings, debt, etc. The customers are referred to community based programs such as Smart Money, e-OMJ, Health Care Access Now (HCAN) and Trinity Debt Management. These programs offer a series of workshops to inform and educate customers on budgeting their finances to consistently remain self-sufficient. This meets TANF Purpose 2 because it promotes education needed to end dependence on governmental assistance. The financial literacy programs will teach the customers how to manage their money, establish a budget to live within their means, prioritize their needs and to be more fiscally responsible with their income.

12. Entrepreneurial skills training - TANF Purpose(s) 2**Describe:**

The entrepreneurial skills training element is provided through several partner agencies within Hamilton County. Agencies such as MORTAR, Greater Cincinnati Microenterprise Initiative (GCMi), Cincinnati State and Urban

League's Business Development and Entrepreneurship Program. Each of these agencies provides the basics of

starting and operating a small business. They provide supports and services that incubate and help CCMEP customers develop their own business model and provide them with experience in the day-to-day operations of a business. This meets TANF Purpose 2 by promoting job preparation and work which decreases the need for governmental assistance.

13. Labor market and employment information - TANF Purpose(s) 2

Describe:

To address this element, the CCMEP customer is assigned activities within e-OMJ, Hamilton County Public Library Workforce Development, Urban League to name a few frequently used. The customers are engaging in career exploration to obtain labor market and employment information about in-demand industries and occupations of interest. This provides career awareness of the career path that each customer has designated.

This activity is a learning opportunity for the customer to gain knowledge of the income range each in-demand industry offers upon obtaining a certified industry recognized credential. This element addresses TANF Purpose 2 as it promotes job readiness and work.

14. Post-secondary preparation and transition activities - TANF Purpose(s) 2

Describe:

The post-secondary preparation and transition activities are provided through SWORWIB approved entities such as Cincinnati State, Great Oaks and Cincinnati Public School-ASPIRE programs. Each of these programs provide educational preparation for the entrance exams into post-secondary educational programs. These courses promote job readiness and work as they provide additional education to develop the skill set to position customers to be more marketable. This will further provide an opportunity to obtain higher paying employment that are only accessible with advanced degrees.

6.2 The Lead Agency must provide an assurance that TANF or WIOA funds are not used to pay a program participant directly for subsidized employment by the local participating agency as either a Lead Agency or as a service provider.

- ☒ The Lead Agency certifies that it does not use TANF or WIOA funds to pay a program participant directly for subsidized employment by the local participating agency as either a Lead Agency or as a service provider. Provide a description of how participants will be compensated for subsidized employment:

Describe:

Participants are paid by the employer or a third party contracted vendor. HCJFS will reimburse the employer or vendor as appropriate.

6.3 Provide a description of the supportive services that the Lead Agency makes available to program participants and attach local policies on supportive services:

Describe:

In addition to services provided in 6.1, services are provided on a case by case basis to help participants to remain on track for self-sufficiency.

Services such as: transportation assistance, driver's education, Uber/Lyft, child care and school fees are provided. Follow up services include behavioral health, physical health, site visits, and employment retention. Funds may be used to incentivize vendors and participants for taking steps leading to positive CCMEP outcomes.

Hamilton County Department of Job and Family Services will use gift cards and vouchers sparingly. Any such issuance will be supported by a robust, and regularly audited reconciliation process in accordance with Family Assistance Letter #103.

Although the WIOA supportive services policy has been adapted for CCMEP TANF, the TANF Funding will not be used for medical services besides pre-pregnancy family planning services.

6.4 Provide a description of the follow-up services that the Lead Agency makes available to program participants including documentation requirements when a program participant cannot be located or contacted or requests to opt out or discontinue follow-up services:

Describe:

Case managers are dedicated to providing a continuity of services. There will be post-employment contact at 7,14,21,30 & 60 days. The Case Managers also will be conducting monthly outreach to our customers in follow-up status who have not declined follow-up services. Case Managers will work closely with the customer to identify potential barriers. We will utilize our partners and provide referrals to resolution to ensure retention.

When a customer is unable to be located, the assigned case manager is required to implement the outreach process. This process includes, phone call, text message, letter correspondence and home visit. The process is as follow:

1. Place a phone call and/or text message is sent to the customer using the most recent phone number.
2. If the initial call is unsuccessful, then a phone call to the customer's emergency contact is made.
3. An email message requesting contact is sent to the customer.
4. An appointment letter is mailed to the customer @ their last known address.
5. Phone call to the work participation case manager to cross check the CRISE database for pertinent information such as address, phone number, etc.
6. The CCMEP Case Manager will attempt a home visit @ the last known address for the customer.
7. If the customer is non-compliant but is receiving cash benefits, the CCMEP case manager will contact the work participation case manager to initiate the additional outreach attempts.
8. The work participation case manager will phone and/or text the customer at the last known phone number.
9. If that phone contact is unsuccessful, the work participation case manager will conduct a home visit at the last known address of the customer.
10. If all efforts are unsuccessful, a termination and/or sanction request of the customer's benefits is made to HCJFS.

This process will be done for 2 consecutive months. If the efforts are not successful, the case may be submitted for exit.

Please see attached policies in folder: CCMEP Attachments for Question 6.4

6.5 Describe the timeframes and documentation requirements the Lead Agency uses to determine good cause for OWF work-eligible CCMEP program participants.

Describe:

Participants are required to contact their case manager and the site supervisor each time (and no later than one (1) hour after the scheduled start time of any activity or appointment) to explain why he/she is not participating as scheduled. This reporting time may be extended if compelling circumstances prevented timely contact. Documentation must be provided to case manager within 10 calendar days. Documentation requirements for good cause depend on the specific reason for the absence. Requirements may include a doctor's statement, an obituary, school/work schedule, etc.

6.6 What is the process for providing a program participant with written notice of scheduled CCMEP appointments?

Describe:

Prescheduled appointments may be included in the participant's IOP, a written notice of scheduled appointment may be sent via mail or by various forms of electronic media.

6.7 For program participants without a high school diploma, how will the Lead Agency ensure those individuals are made aware of options to obtain their high school degree or its equivalent (e.g., ABLE referral, Adult Diploma option)?

More than 1 million adult Ohioans do not possess a high school diploma or equivalent. Addressing this issue is critical to Ohio's economic health and growth. Attainment of this credential is one of the primary measures for CCMEP and an important priority for the program.

Describe:

The SWORWIB coordinated a local team to collectively submit for and obtain an Adult 22+ grant from ODOE. That team is comprised of SWORWIB, OMJ, ASPIRE providers, CPS, CSTCC, Great Oaks. All committed to coordinating and marketing options for an alternative high school diploma to Hamilton County residents and is interested in working with the CCMEP team. All CCMEP individuals are made aware of multiple GED & Diploma options as a result of their CCMEP assessment.

6.8 Describe the Lead Agency's role in the design of the CCMEP services procured through the workforce development board including collaboration and co-funding.

Describe:

The lead agency and SWORWIB work hand in hand in all aspects of the creation of the RFP and selection of vendors.

6.9 Confirm that the Lead Agency is not utilizing Prevention, Retention, and Contingency (PRC) funding for CCMEP program participants.

☒ Yes, the Lead Agency is not utilizing PRC funding for CCMEP program participants.

7. Case Management

Case managers and their efforts to build relationships with program participants are the key to the success of CCMEP and program participants' outcomes.

7.1 What case management training has or will the Lead Agency require for CCMEP case managers?

Describe:

The case managers have been provided with state and contracted facilitated trainings that will continue throughout their engagement with CCMEP. Ongoing training in the form of webinars, roundtables, class instruction and hands on training are provided to existing and new case managers

7.2 What is the average caseload size for CCMEP case managers?

- | | |
|--|--|
| <input type="checkbox"/> 15 cases or less | <input checked="" type="checkbox"/> Between 50 and 100 cases |
| <input type="checkbox"/> Between 15 and 25 cases | <input type="checkbox"/> 100 cases or more |
| <input type="checkbox"/> Between 25 and 50 cases | <input type="checkbox"/> Other: |

7.3 What process does the Lead Agency use for program participant feedback and how will the Lead Agency utilize this information for ongoing improvements?

Describe:

CCMEP Providers are required to conduct at least annual satisfaction surveys. Also, a small amount of funds may be used for secret shoppers and qualitative interviews of customers.

7.4 What process does the Lead Agency use for case manager's feedback and how will the Lead Agency utilize this information for ongoing improvements?

Describe:

HCJFS/CCMEP contract manager meets with each CCMEP provider to solicit feedback and provide training. The information obtained is used to improve internal communication, modify policies and procedures to improve customer service/outcomes.

Also, the SWORWIB leadership (board and staff) are sometimes contacted with complaints, concerns and compliments from employers and customers and will advise the CCMEP team of feedback from any contacts.

8. Performance Measures

A key feature of CCMEP is strengthened accountability through the establishment of a single Lead Agency responsible for meeting common outcome measures and performance goals.

8.1 How will the Lead Agency collect and report any supplemental data to be included?

In addition, ODJFS also matches case records with data from various sources. Some post-exit program participant accomplishments (e.g., degree attainment) may not be captured this way.

Describe:

Data is collected through CRISE, the Work Number and other employment verification sources, and various education attainment resources.

Each quarter, OWD will pull WIOA enrolled participants from OWCMS who received services during the reference quarter or four previous quarters; combined with participants who exited the program during the reference quarter or four previous quarters. These participants will be matched against the Ohio Wage Record data identified in the Data Sharing and Confidentiality Agreement using the participant social security number. From the wage record file, the WDB POC will receive wages, number of weeks worked, year wages are reported, quarter wages are reported, NAICS six digit code, and NAICS title. In addition to the wage record data, the WDB POC will receive OWCMS seeker ID, office name and WDB area. The WDB POC will not receive participant social security number. On a monthly basis, the OWD POC will email a list of UI claimants who are participating in the RESEA or UCRS program to the WDB POC. Each county within the area will receive either the RESEA or UCRS report (but not both). On a monthly basis, OUIO will e-mail a report that lists UI claimants who are within four weeks of exhausting their UI benefits.

Additional supplemental data for employment, education and median wages is gathered as well. Our methods of obtaining supplemental data is through the Work Number database; through successful contact with the customers during post-exit follow-up; through OWCMS case notes that may obtain vital information that was not captured elsewhere. Incentives are often offered for successful gains for maintaining employment and advancing or graduating in the educational setting.

CCMEP Plan Certification

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

| | |
|----------------|------|
| Name and Title | |
| Signature | Date |

Please provide the name, title, and signature of the chairperson of the local workforce development board (or the chairperson's designee):

| | |
|----------------|------|
| Name and Title | |
| Signature | Date |

ATTACHMENT K

Incentive Payments for TANF OWF Work Participation

Incentive Payments for TANF OWF Work Participation

HCJFS shall pay the contract holder an incentive-based sum ranging from \$0 to \$150,000. Specific incentives are listed below. The selected vendor is expected to achieve each measure in each year of the contract. Within 60 days of the end of each contract year the vendor shall quantify and document success or failure in each of the three (3) measures. Each measure is new to this procurement. Each will require substantial program and administrative effort on the part of the selected vendor(s). For each measure that the vendor(s) meets or exceeds, HCJFS shall pay the contract holder a sum of money equal to \$50,000. The vendor has primary responsibility for documenting success in each performance measure. The contract value, as recorded in HCJFS Fiscal/Contracting/Program shall include a separate budget line equal to \$150,000. If this procurement results in more than one vendor, the incentive payments above will be available in proportion to the percent of the TANF OWF Participant population that each vendor is responsible for serving.

Incentive #1:

- A. New Employment - 20% of all customers who secure new employment shall retain that employment for at least three (3) months. Employment must be 20 hours or more per week with earnings at or above \$10.50 per hour.
- B. Existing Employment – individuals employed at the start of the contract, January 1, 2021, are included in this measure. Their success is defined as a documented hourly wage increase of 10% or more at the same or any new job.

Incentive #2:

20% of all TANF OWF Participants without a high school equivalency will obtain a GED/HS Diploma. Participants who begin the contract year (1) without a GED/HS Diploma AND (2) not enrolled in high school will earn a GED/HS Diploma. The 2nd, 3rd and 4th renew years will follow the same criteria.

Incentive #3:

The vendor shall ensure that no fewer than fifty TANF OWF participants secure an industry recognized certification in the contract year. These training will be funded through supportive services. HCJFS shall define “industry recognized certifications” drawing extensively from the resource below.