



REQUEST FOR PROPOSALS

FOR

WORKFORCE INVESTMENT ACT (WIA)

EMERGENCY ASSISTANCE RAPID RESPONSE SERVICES

RFP SC0614-R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

AS ADMINISTRATIVE ENTITY FOR

THE SOUTHWEST OHIO REGIONAL WORKFORCE INVESTMENT BOARD (AREA 13)

(August, 2014)

RFP Conference: August 22, 2014 – 1:30 p.m.

Location: Hamilton County Job & Family Services

222 East Central Parkway

6th Floor – Room 6SE401

Cincinnati, Ohio 45202

Deadline for Proposal Registration: September 4, 2014, noon

Due Date for Proposal Submission: September 18, 2014, 11:00 a.m.

TABLE OF CONTENTS

1.0	REQUIREMENTS & SPECIFICATIONS.....	4
1.1	Introduction & Purpose of the Request for Proposal.....	4
1.2	Scope of Service.....	4
2.0	PROVIDER PROPOSAL	6
2.1	Cover Sheet	7
2.2	Service and Business Deliverables	7
2.2.1	Program Components.....	7
2.2.2	System and Fiscal Administration Components	9
2.3	Budgets and Cost Considerations.....	11
2.4	Customer References	13
2.5	Personnel Qualifications	14
2.6	Financial Documentation.....	14
2.7	Declaration of Property Tax Delinquency.....	15
2.8	Original Proposal Documents	15
3.0	PROPOSAL GUIDELINES	16
3.1	Program Schedule.....	16
3.2	RFP Contact Person.....	16
3.3	Registration for the RFP Process	16
3.4	RFP Conference.....	17
3.5	Prohibited Contacts	17
3.6	Provider Disclosures.....	18
3.7	Provider Examination of the RFP	18
3.8	Addenda to RFP.....	19
3.9	Availability of Funds.....	20

4.0	SUBMISSION OF PROPOSAL.....	21
4.1	Preparation of Proposal.....	21
4.2	Cost of Developing Proposal.....	21
4.3	False or Misleading Statements.....	21
4.4	Delivery of Proposals	21
4.5	Acceptance & Rejection of Proposals	22
4.6	Evaluation & Award of Contract.....	22
4.7	Proposal Selection	24
4.8	Post-Proposal Meeting.....	25
4.9	Public Records	26
4.10	Provider Certification	26
4.11	Public Record Requests Regarding This RFP	26

Attachment A	Cover Sheet
Attachment B	Contract Sample
Attachment C	Budget Sample
Attachment D	Provider Certification
Attachment E	Declaration of Property Tax Delinquency
Attachment F	Provider Registration Form

REQUEST FOR PROPOSAL (RFP) FOR EMERGENCY ASSISTANCE RAPID RESPONSE SERVICES

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 & 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 Emergency Assistance Rapid Response (RR) Services. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or all the services proposed. Any contracts awarded are anticipated to last for two (2) years with three (3) additional one (1) year renewal options.

1.2 Scope of Service

Hamilton County Department of Job & Family Services (HCJFS), on behalf of Workforce Investment Act (WIA) Area 13, is procuring the WIA Emergency Assistance Rapid Response (RR) services defined below. HCJFS reserves the right to award contracts to multiple vendors. All contract(s) will be awarded in anticipation of future WIA Emergency Assistance RR events and needs that arise. The scope and funding of each event will vary and the frequency of future events is unknown.

HCJFS will not consider proposals that do not reflect a capacity to provide the full spectrum of services below. Any contract(s) resulting from this solicitation shall be on a cost-reimbursement basis. HCJFS has a bias to minimize administrative costs in this selection. HCJFS may choose one or multiple vendors.

If multiple vendors are selected, any subsequent Rapid Response (RR) event agreement will be assigned based initially on the vendor's ability to respond to the RR time frame. If multiple vendors can provide timely service, HCJFS will select the vendor(s) whose proposal strengths/experience best matches the needs of the particular RR event. Examples of distinguishing strengths include, but are not limited to, large vs. small event, office vs. production staff affected, and the location of the event.

2.0 PROVIDER PROPOSAL

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

A. Hardcopy Requirements

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

B. Electronic Requirements

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

C. 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 2.2.2 – System and Fiscal Administration Components
- Section 2.3 – Budgets and Cost Considerations
- Section 2.4 - Customer References
- Section 2.5 - Personnel Qualifications
- Section 2.6 - Reserved
- Section 2.7 - Declaration of Property Tax Delinquency
- Section 2.8 - Original Proposal Documents

2.1 Cover Sheet

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

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 2.2.2 System and Fiscal Administration Components:

2.2.1 Program Components

Describe your capacity, experience, and qualifications to provide the services below to current and former employees who are currently or potentially eligible for Rapid Response services. These services may be required for companies located in Cincinnati and/or Hamilton County, and to companies whose employees reside in Hamilton County.

Proposals are to include at a minimum:

A. Transition Center Services – Some Rapid Response (RR) situations require a Transition Center, for which the contracted vendor will supply computers/screens/mouse equipment or laptops and all related or otherwise needed equipment for up to 15 units for use at a time. The vendor will also need to arrange for internet access and off-site location in the event the employer site is not available as the Transition Center location, and/or the employer cannot provide internet access. The vendor may have to serve multiple shifts in some RR situations.

- B. Work Skills Assessments – Assessments individually the RR vendor recommends to assist dislocating workers. The National Career Readiness Credential must be proposed, as well as the NCRC Plus (Fit, Talent and Performance assessments) by the vendor. Vendors must include the rate per assessment(s) as a part of their proposal.
- C. Resume Writing and Interviewing Skills Training - all resources offered – personnel and programming – to provide resume writing and interview skills training. Confirm that the proposal includes actual production of a completed resume for every dislocating worker who comes to the transition center for these services.
- D. Basic Computer Skills Assessment and Skill Building – services related to providing basic computer skills assessment and skill building to improve computer competence by dislocating workers. Please note that if the vendor has access to computer training and certification for successful demonstration of computer skills by an accredited testing mechanism, also include this service in the proposal, to be delivered per individual, or per hour with an estimate of hours by number of workers.
- E. Education Fair and/or Training - outreach to local area approved training vendors. Coordination with the OMJ Center for eligibility paperwork and application for training resources needed to support specific industry relevant training and credentialing for the affected labor force. Local area approved training providers are identified by the SWORWIB and number approximately 14 at this time.
- F. Company and Employee Leadership Team Management – provision of group facilitation and meeting management services in support of a Site Leadership Team operation. This service would be included only if the RR dislocation site requests and there is adequate time to implement (at least 6 months notification to the SWORWIB).
- G. Other Services which proposing RR specialists anticipate may be needed for affected RR situations in order for Area 13 to be able to readily offer these services when appropriate without additional procurement by the SWORWIB.

Any selected vendor will be required to:

- A. Work closely with HCJFS, ODJFS and Area 13 SWORWIB staff. No work shall commence until a written RR event-specific agreement and budget are in place. Any contract will be funded exclusively with Workforce Investment Act (WIA) dollars. Eligible populations will be identified, in writing by HCJFS. Substantial collaboration with TRADE/TAA funding and activities may be required.
- B. Provide timely and accurate service, programming, and financial reports to HCJFS using reporting tools provided.
- C. Comply with HCJFS requirements to provide specific eligibility, service, and similar information regarding all participants in Rapid Response services. HCJFS shall determine all eligibility and complete all mandated OWCMS data entry, however will rely on the selected vendor for submittal of necessary and timely participant information.
- D. Work collaboratively with the Operator, WIB, and Rapid Response Team to establish specific and timely referral to the OMJ Center WIA program for continued services beyond Rapid Response. Comply with mandated collaboration between the vendor and the ODJFS designee when impacted workers are Trade certified or when Trade petitions are pending.

2.2.2 System and Fiscal Administration Components

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

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.

- 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.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Proposer must note that as a contract requirement the following conditions must be met:

During the 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

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, Case Managers and Case Management Supervisors. (Tailor these to meet the needs of services being purchased).

- 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.

2.3 Budgets and Cost Considerations

There are three budgets contained in Attachment C. All budgets must be completed. They reflect a range of services that may be required depending on the size, type, and duration of any potential future RR event. Contracts resulting from this RFP will not necessarily include one of these budgets. However, the prices identified for discreet services will be used to negotiate event-specific budgets. For each budget please provide a budget narrative with details related to variables that might affect pricing.

- A. HCJFS anticipates services will begin approximately October 1, 2014. Provider must submit a Budget and a calculation of the Unit Rate 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 and 2, 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 and Unit Rates must be submitted in the form provided as Attachment C. Any contracts awarded are anticipated to last for two (2) years with three (3) additional one (1) year renewal options.

For renewal years, any increases in Unit Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term. HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to services being delivered.
- C. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- E. For the purposes of this RFP, “unallowable” program costs include:
 - 1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 - 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 - 5. entertainment costs for amusements, social activities and related costs for staff only;
 - 6. costs of alcoholic beverages;
 - 7. goods or services for personal use;
 - 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 - 9. gains and losses on disposition or impairment of depreciable or capital assets;

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

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

2.4 Customer References

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

- A. Company name;

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

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

2.5 Personnel Qualifications

Please submit resumes with the below following information for key clinical and business personnel who will be working with the program.

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

Provider's program manager must have a minimum of three (3) 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 (Federal Tax Return of Organization Exempt From Income Tax). 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 Original Proposal Documents

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

- 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.

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	August 8, 2014
RFP Conference	August 22, 2014, 1:30 p.m.
Deadline for Receiving Final RFP Questions	August 29, 2014, noon
Deadline for Issuing Final RFP Answers	September 4, 2014
Deadline for Registering for the RFP Process	August 29, 2014, noon
Deadline for Proposals Received by RFP Contact Person	September 18, 2014, 11:00 a.m.
Oral Presentation/Site Visits – if needed	September 26, 2014
Anticipated Proposal Review Completed	September 26, 2014
Anticipated Start Date	October 1, 2014

3.2 RFP Contact Person

RFP Contact Person and mailing address for questions about the proposal process, technical issues, the Scope of Service or to send a request for a post-proposal meeting is:

Sandra Carson, Contract Services
Hamilton County Department of Job & Family Services
 222 East Central Parkway, 3rd floor
 Cincinnati, Ohio 45202
carsos01@jfs.hamilton-co.org
 Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS AUGUST 29, 2014 NO LATER THAN NOON.

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

3.4 RFP Conference

The RFP Conference will take place at **the Hamilton County Job & Family Services, 222 E. Central Parkway, Cincinnati, Ohio 45202, 6th Floor, Room 6SE401, August 22, 2014, 1:30 p.m - 3:30 p.m.**

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

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after the date listed in Section 3.1 Program Schedule. The final responses will be faxed or e-mailed no later than the date listed in Section 3.1 Program Schedule by the close of business.
- D. Only Providers who register for the RFP Process will receive copies of questions and answers.
- E. The answers issued in response to such Provider questions become part of the RFP.

3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Providers who participate in the process in good faith.

Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with the RFP process. If the Provider attempts any unauthorized communication, Provider's proposal is subject to rejection.

Individuals associated with this 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.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the RFP process, interested Proposers, the program or its evaluation made to anyone other than the RFP Contact Person as listed in Section 3.2;
- C. There shall be no contact with anyone, including the RFP Contact Person after August 29, 2014 no later than noon.
- D. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- E. E-mail except to the RFP Contact Person, as listed in Section 3.2.

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

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

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than August 29, 2014, 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 August 29, 2014, noon of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

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

3.9 Availability of Funds

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

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

HCJFS will notify Provider at the earliest possible time of such decision. No penalty 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 180 calendar days after the proposal submission date.

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

Proposals must be received by the RFP Contact Person at 222 E. Central Parkway, Cincinnati, OH 45202, 3rd Floor no later than 11:00 a.m. on September 18, 2014. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by the deadline listed in Section 3.1 Program Schedule will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected. Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP
- B. Timely Submission – The proposal is received at 222 E. Central Parkway, Cincinnati, OH 45202, 3rd Floor no later than 11:00 a.m. on September 18, 2014, 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. Responses to System and Fiscal Administration Components, Section 2.2.2;
- F. Completed Budgets, Section 2.3;

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 proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below an acceptable level.
Meets Requirement	Provider proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.
Exceeds Requirement	Provider's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations.

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review 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.

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. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 15% 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. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 15% 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.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified Providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Provider and be addressed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

4.9 Public Records

Hamilton County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. In the event Provider's proposal to Hamilton County includes any material or information which Provider deems to be subject to exemption under the Ohio Public Records Act, Provider is to clearly identify and mark such documents accordingly before submitting them to Hamilton County. If Hamilton County is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Hamilton County will notify Provider of that fact. Provider shall promptly notify Hamilton County, in writing, that either a) Hamilton County is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

4.10 Provider Certification Process

HCJFS reserves the right to complete the Provider Certification process for selected Providers. The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the contract.

The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information.

The process may be abbreviated for Providers already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

4.11 Public Record Requests Regarding this RFP

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

ATTACHMENT A

Cover Sheet

ATTACHMENT A
PROPOSAL COVER SHEET FOR
(WIA) EMERGENCY ASSISTANCE RAPID RESPONSE SERVICES
Bid No: RFP S0614-R

Name of Provider : _____

Provider Address: _____
Include city, state and zip code

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

Phone Number: _____ Fax Number: _____ E-Mail: _____

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

Person(s) authorized to negotiate with HCJFS:

(1) Name: _____ Title: _____
(Please Print) *(Please Print)*

Phone Number: _____ Fax Number: _____ E-Mail: _____

(2) Name: _____ Title: _____
(Please Print) *(Please Print)*

Phone Number: _____ Fax Number: _____ E-Mail: _____

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

Amount of Rapid Response (RR) funds requested for the initial term: 10/1/14 – 9/30/16 (please break down into two (2) 12 month terms	Amount of Rapid Response funds requested for the 1 st Renewal Term: 10/1/16 – 9/30/17	Amount of Rapid Response funds requested for the 2nd Renewal Term: 10/1/17 – 9/30/18	Amount of Rapid Response funds requested for the 2nd Renewal Term: 10/1/18 – 9/30/19
RR Program expenses for 10/1/14-9/30/15 \$ _____	RR Program expenses \$ _____	RR Program expenses \$ _____	RR Program expenses \$ _____
Estimated # of adults enrolled _____	Estimated # of adult enrolled _____	Estimated # of adult enrolled _____	Estimated # of adult enrolled _____
\$ Projected cost adult \$ _____	\$ Projected cost per adult \$ _____	\$ Projected cost per adult \$ _____	\$ Projected cost per adult \$ _____
RR Program expenses for 10/1/16-9/30/17: \$ _____			
Estimated # of adults enrolled _____			
\$ Projected cost adult \$ _____			
Total for 10-1-14-9/30/16 \$ _____			

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

Signature - Authorized Representative

Title

Date

Signature – Financial Officer

Title

Date

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

RFP Submission Checklist

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

Action Required	RFP Section	Included
Did you register for the RFP process no later than August 29, 2014?	3.3	
Will your Proposal be submitted by 11:00 a.m. on September 18, 2014?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the two (2) Initial Terms on the Cover Sheet?	2.1	
Did you include the Unit Rate for the First, Second and Third Renewal Terms on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.2.2	

ATTACHMENT B

Sample Contract

Contract#

**HAMILTON COUNTY
DEPARTMENT OF JOB & FAMILY SERVICES
WIA EMERGENCY ASSISTANCE RAPID RESPONSE (RR) SERVICES
CONTRACT**

This Contract is entered into on _____ between the Board of County Commissioners of Hamilton County, Ohio (hereinafter "BOCC") on behalf of the Area #13 comprised of Hamilton County and the City of Cincinnati (hereinafter Area #13) as their interests shall appear, through the Hamilton County Department of Job & Family Services who has been designated as the Administrative Entity and Fiscal Agent (hereinafter "HCJFS") and insert name of RR Vendor, (Hereinafter "Vendor") with an office at Address of Vendor, whose telephone number is (nnn) nnn-nnnn for the purchase of Workforce Investment Act ("WIA") Emergency Assistance Rapid Response (RR) services.

WHEREAS, the Vendor has capacity, experience, and qualification to provide Workforce Investment Act ("WIA") Emergency Assistance Rapid Response (RR) services and is willing to provide these service on the terms and conditions set forth herein; and

WHEREAS, Area 13 is willing to engage Vendor to provide such services on the terms and conditions set forth herein; and

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. TERM

This Contract will be effective from 7/1/2014 through 6/30/2015 inclusive ("Original Term"), unless otherwise terminated or extended by formal amendment.

This Contract may be renewed, at the option of Area 13 for two (2) additional one (1) year terms (the "Optional Renewal Terms"). Area 13 shall give the Vendor written notice at least sixty (60) days prior to the expiration of the Term currently in effect of its intention not to enter into any future Optional Renewal Term.

2. SCOPE OF SERVICE

Vendor agrees to provide for Area 13, certain RR services as such services are requested by Area 13 and accepted by Vendor, pursuant to "Scope of Services Schedules" ("Schedules"), in the form attached hereto as Exhibit A, or in such other form as the parties may agree, a copy of which is attached hereto and incorporated by reference herein (the RR services provided by Vendor under Schedules are the "Services"). HCJFS and Vendor shall execute a Schedule which details the scope of the Services to be performed by Vendor for a specific future RR event.

When executed by HCJFS and Vendor, each Schedule will be incorporated by reference into this Contract and all Services will be provided under the terms of this Contract and the

ATTACHMENT B

applicable Schedule. This Contract and any Schedule shall be interpreted and construed to harmonize all of the provisions herein and therein to the extent possible. However, in the event of an irreconcilable conflict between provisions of this Contract and provisions of the Schedule, the provision granting greater rights or remedies to Area 13, or imposing the greater duty, standard, responsibility or obligation on Vendor shall govern.

Vendor shall perform the Services in a workmanlike, professional and conscientious manner by qualified employees of Vendor

All Services required to be provided by Vendor pursuant to this Contract shall be provided in accordance with the time schedule set forth in the applicable Schedule or such other time schedule as may be mutually agreed to by the parties.

In the event Vendor anticipates at any time that it will not be able to provide the Services in the manner agreed to herein, Vendor shall immediately notify HCJFS in writing of such event.

3. BILLING AND PAYMENT

- A. The costs payable under this agreement will be in accordance with those identified by any Schedule and supported by Vendor's budget.

In consideration of Vendor performing the Services, the County shall pay Vendor the compensation set forth in the individual Schedule. In no event shall Auditor's aggregate compensation exceed the Total Fee as set forth in each Schedule.

On a monthly basis, Vendor shall submit an invoice to HCJFS for the Services performed pursuant to an individual Schedule. Vendor shall be paid in equal monthly installments pursuant to each Schedule for Services performed.

- B. Billing and Payment – Original invoices, signed by Vendor, will be sent each month to HCJFS, acting as the Fiscal Agent for Area 13, within thirty (30) days of the end of the service month. Vendor shall make all reasonable efforts to include all service provided during the service month on the invoice.
- C. HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Vendor agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Vendor under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client records used by Vendor in the performance of this Contract are treated according to the following terms:

All records relating to costs, work performed and supporting documentation for

ATTACHMENT B

invoices submitted to HCJFS by Vendor, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Vendor for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Vendor shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Vendor agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Vendor further agrees to maintain the confidentiality of all Consumers and families served. No information on Consumers served will be released for research or other publication without the express written consent of HCJFS.
- C. Vendor agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Vendor agrees that each financial transaction shall be fully supported by appropriate documentation and such documentation shall be available for examination.

5. NO ASSURANCES

Vendor 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 Vendor's services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Vendor from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Vendor's ability to perform the services required under this Contract. Vendor 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. NON-EXCLUSIVE

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

7. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts Vendor from obtaining and working under an additional contractual arrangement(s) with other parties aside from Area #13, assuming that the contractual work in no way impedes Vendor's ability to perform the

ATTACHMENT B

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

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

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

8. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Vendor without the prior written approval of HCJFS. Vendor may not subcontract any of the services agreed to in this Contract without the express written consent of HCJFS. At the time of Contract signing, Vendor warrants that Vendor has a signed Contract with all approved subcontractors or will execute a signed Contract with all approved subcontractors within thirty (30) days of execution of Vendor's Contract with HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Vendor agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met.

Notwithstanding any other provisions of this Contract that would afford Vendor an opportunity to cure a breach, Vendor agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for Area #13 to terminate this Contract with one (1) day prior written notice. Vendor must notify HCJFS within one (1) business day when Vendor knows or should have known that the subcontractor is out of compliance or unable to meet Contract requirements. Vendor shall provide HCJFS with written documentation regarding how compliance will be achieved. Vendor is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

9. INTEGRATION AND MODIFICATION

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the

ATTACHMENT B

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

10. SEVERABILITY

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

11. TERMINATION

A. Termination for Convenience

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

B. Termination for Cause by HCJFS

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

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

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

ATTACHMENT B

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 Vendor.

C. Effect of Termination

1. Upon any termination of this Contract, Vendor shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Vendor.
2. Vendor, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

Vendor shall not be relieved of liability to HCJFS for damages sustained by Area #13 by virtue of any breach of the Contract by Vendor. HCJFS may withhold any compensation to Vendor for the purpose of off-set until such time as the amount of damages due Area #13 from Vendor is agreed upon or otherwise determined.

12. COMPLIANCE

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

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. In carrying out this Contract, Vendor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section

ATTACHMENT B

504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Vendor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Vendor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

- B. Vendor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Vendor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Vendor.
- C. Vendor will incorporate the foregoing requirements of this Section in all of its subcontracts.
- D. Vendor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

14. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

Vendor further agrees to comply with OAC 5151:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent 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.

15. DISCLOSURE

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

16. 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.

17. NO ADDITIONAL WAIVER IMPLIED

If HCJFS or Vendor 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.

18. CONFIDENTIALITY

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

19. AUDIT RESPONSIBILITY

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

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

- B. HCJFS reserve the right to evaluate programs of contracted Vendors. Evaluation activities may include, but are not limited to reviewing records, observing programs,

ATTACHMENT B

and interviewing program employees and participants. Such evaluations will be conducted at Vendor's own time and expense.

- C. Vendor will cause a single or program-specific audit in accordance with OMB Circular A-133, depending upon the total amount of Federal funds received by Vendor, including but not exclusively received from HCJFS or solely for the services delivered in this contract. Vendor shall submit a copy of the above described completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

20. 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 Vendor hereunder, HCJFS reserves the right to exercise one of the following alternatives:

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

HCJFS will notify Vendor 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.

21. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Vendor agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract. By entering into this Contract, Vendor acknowledges and understands that records maintained by Vendor pursuant to this Contract may be deemed public records and subject to disclosure under Ohio law. Vendor shall comply with the Ohio public records law.

22. DRUG-FREE WORKPLACE

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

23. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

24. AMENDMENTS

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

25. INSURANCE

The Vendor agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Vendor's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella / excess insurance. Further, Vendor agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. The cost of all insurance shall be borne by the Vendor. 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) (6) of this section and as required by ORC 2744.05. Vendor shall purchase the following coverage and minimum limits:

A. Commercial General Liability insurance policy with coverage contained in Insurance Services Office

Occurrence Form CG 00 01 10 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) "Consumers" and the Vendor provides this service through the use of its employees' privately owned vehicles "POV", then the Vendor's Business Auto

ATTACHMENT B

Liability insurance shall sit excess to the employee's "POV" insurance and provide coverage above its employee's "POV" coverage. The Vendor agrees the Business Auto Liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

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

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

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Vendor 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 Vendor further agrees with the following provisions:

1. The insurance endorsement form and the certificate of insurance form will be sent to:

Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

a. The endorsement form and the certificate of insurance shall state the following: "Board of County Commissioners of 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."

2. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled 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.

ATTACHMENT B

3. Vendor shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

4. Vendor shall declare any self-insured retention to Hamilton County pertaining to liability insurance. The Vendor shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

5. If the Vendor provides insurance coverage under a "claims-made" basis, the Vendor 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 claims-made policy issued for a similar coverage while the Vendor was under Contract with the County and HCJFS.

6. The Vendor will require all insurance policies in any way related to the work and secured and maintained by the Vendor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. The Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

7. The Vendor, 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.

8. The Vendor's insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials, employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Vendor's insurance and shall not contribute to it.

9. If any or all of the work or services contemplated by this Contract is subcontracted, the Vendor will ensure that any and all subcontractors comply with all insurance requirements contained therein.

26. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Vendor agrees to protect, defend, indemnify and hold harmless the County in behalf of HCJFS and their respective members, officials, employees, agents, and volunteers (the Indemnified Parties) from

ATTACHMENT B

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

27. DEBARMENT AND SUSPENSION

A. Vendor certifies that neither Vendor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR Part 98. Vendor also affirms that within three (3) years preceding this agreement neither Vendor nor any of its principals:

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

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

28. DEBT CHECK PROVISION

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

29. FAITH BASED ORGANIZATIONS

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

30. CHILD SUPPORT ENFORCEMENT

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

31. CONTACT INFORMATION

A. HCJFS

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
ContractManager Willwerth	946-2392	Contract Services	Contract changes, Contract language, Contract budget, audits
Accounts Payable	946-nnnn	Fiscal	billing and payment
Workforce Investment Board President - Sherry Kelley Marshall	579-3114	Area #13 Workforce Investment Board	Oversight of all work & staff of the SWORWIB.
Program Administrator Kevin Holt	946-1840	Workforce Development	Scope of service, service eligibility, program outcomes

B. Vendor

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

32. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

SAMPLE

33. ENERGY POLICY AND CONSERVATION ACT

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

34. CONTRACT CLOSEOUT

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

35. WIA RULES AND REGULATIONS

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

36. MISCELLANEOUS PROVISIONS

- A. If applicable, Vendor agrees to comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
- B. If applicable, Vendor agrees to comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

37. UNFAIR LABOR PRACTICES

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

38. NOTICES

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

As to Vendor

Vendor, contact and address the notice is to be delivered

As to Area #13

Kevin Holt, OhioMeansJobs Center Director
Hamilton County Job & Family Services
1916 Central Parkway
Cincinnati, Ohio 45214

SAMPLE

ATTACHMENT B

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 ____, 20YY.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

Recommended By: _____ Date: _____

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

Approved By: _____ Date: _____

Mayor of Cincinnati/Chief Elected Official

Recommended by: _____ Date: _____

Workforce Investment Board President

PREPARED BY _____

CHECKED BY _____

APPROVED BY _____

ATTACHMENT C

Budget

ATTACHMENT C

Budget Example 1
30 day RR activity for 100 affected staff with on-site services and transition center

1. Proposed Budget Information

a) Labor-Management Adjustment Committee Costs:

Neutral Chair _____

Communications _____

LMC Meetings _____

Seminars/workshops _____

Other (specify) _____

Other (specify) _____

(a) Subtotal _____

b) Rapid Response Services/On-site Transition Center Costs:

Staff costs (i.e., wages and benefits) _____

Transition Center Site Costs - _____

Equipment costs – provide 25 computers complete
operations on site _____

Furniture costs _____

Communications costs _____

Seminars/workshops – 3 Job Clubs, 3 Education Fairs,
Basic computer training, final resumes for posting _____

Resource materials and supplies _____

Other (specify) _____

Other (specify) NCRC Assessments 100 x \$100 per _____

(b) Subtotal _____

c) Administrative Service Costs

Staff (i.e., wages and benefits) _____

Other (specify) _____

(c) Subtotal _____

d) Core Service Costs:

Number of Customers planned to be Served _____

Staff Costs (i.e., wages and benefits) _____

Other (specify) _____

(d) Subtotal _____

e) Intensive Service Costs:

Number of Customers planned to be Served _____

Staff Costs (i.e., wages and benefits) _____

Other (specify) _____

(e) Subtotal _____

Total _____

ATTACHMENT C

Budget Example 2**60 day RR activity for 60 affected staff with on-site services but no transition center****1. Proposed Budget Information**

a) Labor-Management Adjustment Committee Costs:

Neutral Chair _____

Communications _____

LMC Meetings _____

Seminars/workshops _____

Other (specify) _____

Other (specify) _____

(a) Subtotal _____

b) Rapid Response Services/On-site Costs:

Staff costs (i.e., wages and benefits) _____

Communications costs _____

Seminars/workshops – 3 Job Clubs, 3 Education Fairs,
final resumes for posting _____

Resource materials and supplies _____

Other (specify) _____

Other (specify) NCRC Assessments 100 x \$100 per _____

(b) Subtotal _____

c) Administrative Service Costs

Staff (i.e., wages and benefits) _____

Other (specify) _____

(c) Subtotal _____

d) Core Service Costs:

Number of Customers planned to be Served _____

Staff Costs (i.e., wages and benefits) _____

Other (specify) _____

(d) Subtotal _____

e) Intensive Service Costs:

Number of Customers planned to be Served _____

Staff Costs (i.e., wages and benefits) _____

Other (specify) _____

(e) Subtotal _____

h) TOTAL Requested Amount: _____

ATTACHMENT C

Budget Example 3
90 day RR activity for 120 affected staff with on-site services and transition center

1. Proposed Budget Information

a) Labor-Management Adjustment Committee Costs:

Neutral Chair

Communications

LMC Meetings

Seminars/workshops

Other (specify) _____

Other (specify) _____

(a) Subtotal

b) Rapid Response Services/On-site Transition Center Costs:

Staff costs (i.e., wages and benefits)

Transition Center Site Costs -

Equipment costs – provide 25 computers complete
operations on site

Furniture costs

Communications costs

Seminars/workshops – 3 Job Clubs, 3 Education Fairs,

Basic computer training, final resumes for posting

Resource materials and supplies

Transition Center operational costs – 4 hrs/4 days a
week

Provided by LIFT proposal/bid

Other (specify) _____

Other (specify) NCRC Assessments 100 x \$100 per

(b) Subtotal

c) Administrative Service Costs

Staff (i.e., wages and benefits)

Other (specify) _____

(c) Subtotal

d) Core Service Costs:

Number of Customers planned to be Served

Staff Costs (i.e., wages and benefits)

Other (specify) _____

(d) Subtotal

e) Intensive Service Costs:

Number of Customers planned to be Served

Staff Costs (i.e., wages and benefits)

Other (specify) _____

(e) Subtotal

h) TOTAL Requested Amount:

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services⁵⁵

Provider Certification Process

(Revised 5/10)

I. Overview

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

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

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

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

1. accounting and record keeping systems;
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? 	<ul style="list-style-type: none"> 1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account. 2. Determine how financial invoices will be filed. Is this adequate for audit purposes? 3. Identify the accounting system used - cash vs. accrual. This is important in an audit for determining how expenses and revenues are reported. 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. 5. Review the process for reporting expenses, service and performance goals. Does provider have the administrative capacity to manage the contract in an accurate and timely fashion? In the program area? In the financial area? 6. Review the process for documenting and maintaining client service records. Is it acceptable for audit purposes? Can invoiced services be easily tracked to a source document? Is the information in the source document legible, complete, etc? 7. Since the initial reimbursement will be approximately 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time.
<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	63
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

64

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;			65
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.			66
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?			67
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;			69
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

Provider Registration Form

REGISTRATION FORM

RFP: SC0614-R, WIA Rapid Response Services, 2014

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

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

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS employee, county official, project team member or evaluation team member.* Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this RFP. **Inappropriate contact may result in rejecting 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 **August 29, 2014.**

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. The HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.

E-mail or fax this completed page to HCJFS Contract Services at (513) 946-2384.