



REQUEST FOR PROPOSALS

FOR

**YOUTH SERVICES UNDER THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT (WIOA)**

RFP SC0914-R

Issued by the
Southwest Ohio Region Workforce Investment Board AREA 13

And the
Emerging Workforce Development Council

In partnership with
Hamilton County and the
City of Cincinnati, Office of the Mayor

RFP Conference: December 2, 2014 – 2:00 p.m.

Location: Hamilton County Job & Family Services
222 East Central Parkway
6th Floor – Room 6SE601
Cincinnati, Ohio 45202

Deadline for Proposal Registration: January 7, 2015
Due Date for Proposal Submission: January 14, 2015

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REQUEST FOR PROPOSAL (RFP) FOR YOUTH SERVICES UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

INTRODUCTION

This Request for Proposal process and notice are for Ohio Local Area #13 under the Workforce Investment Act through the RFP process and into the Workforce Innovation and Opportunity Act (WIOA) which begins July 1, 2015 and is authorized as workforce law at the federal level through September 2020. The Southwest Ohio Region Workforce Investment Board (SWORWIB) provides policy and direction for both WIA and WIOA funding for the City of Cincinnati and Hamilton County as a certified standalone workforce board. Since May, 2012, the purpose of the SWORWIB is to set policy and oversee the federal workforce laws and other funds obtained by the SWORWIB under the authorities, guidelines and for the designated outcomes of the funding sources. The SWORWIB vision is to lead the way in public workforce innovation providing outstanding service to our diverse customer base, community and region. Our mission is to provide employers with a prepared workforce by connecting job seeking customers to opportunities that build their career readiness thereby contributing to the growth of our community and region.

In relation to the mission of the SWORWIB Area 13, the Emerging Workforce Development Council will create and manage a collaborative system where employers gain a skilled emerging workforce and at-risk youth ages 14 to 24 receive proactive programs and services ensuring they acquire the necessary skills for success in education and employment.

1.0 REQUIREMENTS & SPECIFICATION

1.1 Introduction & Purpose of the Request for Proposal

The Southwest Ohio Region Workforce Investment Board/Area 13 in partnership with the Mayor of the City of Cincinnati as Chief Lead Elected Official (CLEO) and Hamilton County, are issuing this Request for Proposal (RFP) for Workforce Area 13 which includes the City of Cincinnati and Hamilton County. Per the Intergovernmental Agreement for the Southwest Ohio Region Workforce Development Area Executed September 9, 2004, Hamilton County Job and Family Services is designated as the fiscal agent and administrative entity for Ohio Local Workforce Area 13.

HCJFS receives policy guidance from the SWORWIB, a board of directors comprised of mayoral appointed members representing business, economic development, education, organized labor, community based organizations, veterans, faith organizations, social services and state and local government agencies. The SWORWIB will also accept advisories from its current Emerging Workforce Development Council, required under WIA, but no longer required under WIOA. It is the intention of the SWORWIB to have an Emerging Workforce Committee and continue the current Provider Roundtables, both on a quarterly basis.

This RFP seeks proposals for youth workforce development services in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA), title I, Public Law 113-128, the Southwest Ohio Region Workforce Investment Board (SWORWIB) Plan and Policies, and the governing rules of Hamilton County Job and Family Services (the Administrative Entity).

The SWORWIB reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or part of the services requested. Each provider may submit a proposal to deliver one or two separate programs related to each of the descriptions provided in the Scope of Services. Each proposal submitted may address only one of these two scopes and must stand independent of any other proposal submitted by that prospective provider. That decision will be guided by the strengths of each proposal, the funds available, and local priorities as determined by the SWORWIB.

The SWORWIB is seeking the following proposals:

- Traditional WIOA In-School Services
- Traditional WIOA Out-of-School Services

With the last RFP for Youth Services process, the SWORWIB focused more funds on out-of-school youth as a directional shift in how to serve our local area. Subsequently, the new workforce law, WIOA mandates that at least 75% of local area funds be spent on out-of-school services (20% of this is prioritized for work-based activities) and that no more than 25% be spent on in-school services. For our area this significant change in federal policy and direction will be more easily digested than most of the rest of the state and country as a result of the last years and current year of this focus. The contract(s) shall be two (2) year contracts with two (2) one (1) year renewal option.

1.2 Scope of Services

All programs must be easily accessible to youth, be safe and be youth-friendly. They must also have a demonstrated record of success in providing youth services. The programs and services must be sensitive and accommodating to a diversity of neighborhoods, culture, language and personal challenges. The provider must show an ability to expand services throughout currently underserved areas of the city of Cincinnati and Hamilton County with particular attention to the eastern and northeastern half of the service area. They must also follow established federal, state and local policies and procedures.

All programs shall complete their own Ohio Workforce Case Management System (OWCMS) data entry. OWCMS is the primary system by which eligibility is determined, cases are managed and performance outcomes are reported. Selected providers are expected to cooperate on enrollment and not compete with each other for youth customers by enrolling in-school youth as out-of-school youth based only on attendance, but instead collaborate with the in-school provider to ensure singular program participation.

All selected WIOA youth Providers for Area 13 will need to develop a referral system with the Ohio Means Jobs Cincinnati-Hamilton County Center for eligible youth.

If a potential WIOA eligible youth wishes to enter the Area 13 WIOA youth services system via the Ohio Means Jobs Cincinnati-Hamilton County, the Provider must coordinate the referral of the youth to their program.

WIOA requires local areas to address required activities to help youth transition successfully into adulthood and self-sufficiency, especially as they relate to youth who are at-risk of dropping out of school and those who are currently school dropouts.

Proposals related to this scope of services may be traditional WIOA in-school and/or out-of-school services.

- A. Scope of Services for Traditional WIOA In-School Services.**
- B. Scope of Services for Traditional WIOA Out-of-School Services.**

Providers will work with HCJFS to fulfill state and local mandates and will have the following forms to complete if awarded a contract. However, these forms are not final but will be by the start of the contract.

- Youth Eligibility Requirements and Documentation
- Approved Source Documentation WIOA Youth Eligibility
- Area 13 WIOA Telephone Verification Form
- Area 13 WIOA Self-Attestation Form
- Use of ITA's for Youth
- Logic Model: Indicators for Improvement
- Definitions of WIOA and Workforce Development Terms
- Area 13 WIOA Youth Services File Guidance
- Objective Assessment
- Determination of WIA Dependent Status
- Application – Youth Area 13

1.2.1 Population

The Area 13 SWORWIB looks to serve WIOA eligible youth, ages 14 to 24, which are at risk of dropping out of school, have dropped out of school or are disengaged from the educational system. The SWORWIB will be attentive to a service system that includes services to the entire required age ranges as noted below.

1.2.2 Eligibility for Services

For the purposes of this RFP:

In-School Youth means an individual who is:

1. attending school (as defined by State law);
2. not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21;
3. a low-income individual; and
4. one or more of the following:
 - a. Basic skills deficient;
 - b. An English language learner;
 - c. An offender;
 - d. A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
 - e. Pregnant or parenting;

- f. A youth who is an individual with a disability; or
- g. An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Out-of-School Youth means an individual who is:

- 1. not attending any school (as defined under State law);
- 2. not younger than age 16 or older than age 24; and
- 3. one or more of the following:
 - a. A school dropout;
 - b. A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, and is not enrolled with the in-school provider with plans to return or remain in-school;
 - c. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is:
 - (1) basic skills deficient; or
 - (2) an English language learner.
 - d. An individual who is subject to the juvenile or adult justice system;
 - e. A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - f. An individual who is pregnant or parenting;
 - g. A youth who is an individual with a disability; or
 - h. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

1.2.3 Program Design

Area 13 WIOA funds for eligible youth shall be used to carry out, programs that:

- 1. provide an objective assessment of the academic levels, skill levels, and service needs of each participant.

That assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants;

2. develop service strategies for each participant that are directly linked to 1 or more of the WIOA performance outcomes (listed below) and that shall identify career pathways that include education and employment goals (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment previously mentioned;
3. provide the following WIOA performance outcomes:
 - a. activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
 - b. preparation for postsecondary educational and training opportunities;
 - c. strong linkages between academic instruction academic content and occupational education that lead to the attainment of recognized postsecondary credentials;
 - d. preparation for unsubsidized employment opportunities; and
 - e. effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

1.2.4 Program Elements

One change between the WIA and WIOA program elements is more program elements, and in particular a summer youth program of substance. In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education/workforce credential/military or apprenticeship; and career readiness for participants, each provider must offer a program that provides elements consisting of:

1. tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
2. alternative secondary school services, or dropout recovery services, as appropriate;
3. paid and unpaid work experiences that have as a component academic and occupational education, which may include:

- a. a substantial program of summer employment opportunities and other employment opportunities available throughout the school year;
 - b. pre-apprenticeship programs;
 - c. internships and job shadowing; and
 - d. on-the-job training opportunities;
4. occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in demand industry sectors or occupations in area 13;
 5. education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 6. leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
 7. supportive services;
 8. adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months; follow-up services for not less than 12 months after the completion of participation, as appropriate;
 10. comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
 11. financial literacy education;
 12. entrepreneurial skills training;
 13. services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
 14. activities that help youth prepare for and transition to postsecondary education and training.

1.2.5 Service Components

A. Area 13 system outcomes:

Below are the goals the SWORWIB has set for system wide growth and improvement over the next several years. These goals are directly connected to the contract outcomes being solicited with this RFP.

1. The selected provider(s) will steadily enroll WIOA youth per the Area 13 enrollment policy and will meet or exceed the enrollment goal, as set forth by the SWORWIB and the Administrative Entity, each contract year (July 1st- June 30th) of this contract, depending on the availability of local funds.

2. By the end of each contract year, the provider will help Area 13 meet or exceed the annual WIOA performance outcomes for Area 13 as set forth by ODJFS. This might include, but are not limited to, the following:
 - a. Placing program participants in education or training activities, or in unsubsidized employment by the second quarter after exit from the program;
 - b. Helping program participants retain their place in education or training activities or unsubsidized employment by the fourth quarter after exit from the program;
 - c. Increase the average earnings of program participants;
 - d. Help program participants obtain a state recognized credential (HS Diploma, GED, credential); and
 - e. Increase the skills gains of program participants.

B. Area 13 contract outcomes:

1. Each proposal should state explicitly which population the proposed service will serve.
2. Each proposal should quantify the impact they anticipate having on the system outcomes, listed above.
3. Each proposal should identify the cost per youth exited that your organization will commit to through each contract year of the contract(s) subsequently issued to selected provider(s).
4. Each proposal should identify their plan to complete and ensure agreement between all Area 13 paperwork and OWCMS data entry in a timely manner, as required by the Department of Labor.
5. Each proposal should identify the percentage of WIOA youth your organization expects to help obtain a high school diploma, GED or state recognized credential during participation or by the 1st quarter after exit for each contract year.
6. Each proposal should identify the percentage of WIOA youth your organization expects to place in employment, post-secondary education or training.
7. Each proposal should identify the percentage of WIOA youth your organization expects to exit with a state recognized credential.

8. Each proposal must show how their program will provide youth with disabilities the services and supports necessary to be successful in competitive, integrated employment.

C. Project Partnerships:

Both WIOA and the local SWORWIB encourage partnering and collaboration to assure that your participants receive the best services available in a cost-effective manner.

The SWORWIB on behalf of Local Area #13 encourages bidders to identify their collaborative efforts for serving youth with disabilities. With the passage of the new Workforce Innovation and Opportunity Act, all local areas will now have vocational rehabilitation as a partner at the one-stop for aligned application, enrollment and performance measures so selected vendors will be expected to coordinate with vocational rehab services for youth with disabilities as well as coordinate with the OMJ Center/one-stop to enhance referrals and services available through the OMJ Center/one-stop.

It is recommended that partnerships providing services essential to reaching proposed outcomes be identified before the proposal is submitted. Such a proposal should include, at a minimum, a letter of agreement from each of the partners outlining what activities each partner will provide, including the program elements.

1. Employer connections

Providers should indicate in their proposal how they have developed (or intend to develop) links to local employers for information about labor market needs, training, employment and internships as appropriate.

D. Requirements for all general Youth Services in the RFP

Proposals related to this scope of services may be traditional WIOA in-school or out-of-school scopes with a specific intent to increase volume served and performance goal achievement. All elements listed in 1.2.4 apply to this general youth services program.

WIOA mandates that local areas address required activities to help youth transition successfully into adulthood and self-sufficiency, especially as they relate to youth who are at-risk of dropping out of school, have dropped out of school or are disengaged from the educational system.

These include:

1. Pre-enrollment activities such as recruitment, intake, initial assessment, eligibility determination and referrals to other programs, as appropriate.
2. Framework activities such as objective assessment, development of the Individual Service Strategy and case management.
3. The required program elements (see 1.2.4) such as tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies; alternative secondary school services; paid and unpaid work experiences that have as a component academic and occupational education, which may include summer employment opportunities, pre-apprenticeship programs, internships, job shadowing and on-the-job training opportunities; occupational skill training; education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster; leadership development opportunities; supportive services; adult mentoring; follow-up services for not less than 12; comprehensive guidance and counseling; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area; and activities that help youth prepare for and transition to postsecondary education and training.

Providers should describe how they will deliver pre-enrollment and framework activities, as needed, in their proposal. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need. Several of the required program elements must be delivered by the provider for either all or an appropriate subset of their WIOA enrolled youth. These include the following:

- Substantial summer employment opportunities/programs;
- Leadership development opportunities;
- Follow-up services for not less than 12 months;
- Financial literacy education;
- Entrepreneurial skills training;
- Services that provide labor market and employment information; and
- Activities helping youth prepare for and transition to postsecondary education and training.

Youth who are engaged in pre-enrollment activities are not billable as WIOA youth. Services delivered to youth who are WIOA eligible but not WIOA enrolled must be paid with non-WIOA funds. Providers who serve non-WIA youth must provide a cost allocation plan that documents how organization costs are split between WIOA and non-WIOA related expenses.

E. Performance Monitoring

A regularly scheduled SWORWIB sponsored review meeting (e.g. quarterly) with providers, known as the Providers Roundtable, will offer a forum to discuss enrollments, performance, budget expenditures, best practices and outside audit results. Dialogue and review between the SWORWIB and subcontractors will also keep attention on expenditure levels, and allow the SWORWIB to more accurately predict expenditure levels, adjust spending, and manage budgets.

Administrative Entity monitoring: The Administrative Entity (HCJFS) will complete a contract compliance review within 90-days of contract start-up for new providers and at least annually for all contracts. The SWORWIB and/or the Administrative Entity reserve the right to monitor more frequently if the provider is found to be out of compliance. The monitoring has the following components:

- Review sample of case files;
- Review of policies, administrative documents, procedures, and other documents related to contract compliance;
- Review of program components including interviews with participants, staff, and other observations;
- Formal completion of the Area 13-SWORWIB Logic Model for continuous improvement;
- Summary of observations;
- Recommendations for improvements;
- Corrective Action Plans (if applicable);
- Follow-Up Monitoring (within 45 days, if applicable); and
- Reports sent to the EWD Council.

There are also annual monitoring site visits from the Ohio Department of Job and Family Services that include youth reviews and file data validations. Similarly, periodically Local Area #13 is selected for review or monitoring or audits by other state agencies and/or the Department of Labor.

F. Record Retention

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

G. Data Tracking and Reporting

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

Providers are required to input all their data into the State of Ohio's WIA records systems, known currently as the Ohio Workforce case Management System (OWCMS) and intended as the system if changed before the bidding process is completed or subsequently. OWCMS is the state WIA computer-based system by which youth eligibility is determined, cases are managed, and performance outcomes are reported.

H. Quality Assurance and Continuous Improvement

Successful applicants must demonstrate capability for continuous improvement through existing policies and procedures and examples of midcourse correction. Prior to contract signing or within 3 months of contract signature, provider is required to submit for approval, as part of the provider certification process, a quality assurance plan that includes:

- A training plan for program staff;
- A policy and procedure manual for staff; and
- Procedures for quality assurance and improvement guided by customer needs, satisfaction, and progress on proposed outcomes.

I. Personnel Qualifications

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

1.2.6 Employee Qualifications

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

1. Work History: All employees who are assigned to this contract with HCJFS' customers shall have information on job applications verified. Verification shall include references and work history information.
2. Criminal Record Check: Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport consumers.
 - a. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment 1 to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.
 - b. Provider shall not assign any individual to work with consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date and employee or volunteer is hired.
 - c. Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B) (1), ORC 2919.24 or OAC Chapters 5101:2-5, 5101:2-48.
3. Employees who have been convicted: Employees convicted of, or plead guilty to any violations contained in ORC 5153.111(B)(1), or Section 2919.24 may not come into contact with HCJFS' consumers.
4. Employee Confidential Information: HCJFS may request that the Provider not use an employee or prospective employee based on confidential Children's Services information known to HCJFS. To this end, Provider shall provide to HCJFS the name and social security number of all individuals having direct contact with children prior to providing transportation services. Provider shall not use an employee or prospective employee unless approved by HCJFS.

2.0 PROVIDER PROPOSAL

It is required 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 and Chief Financial Officer of the Provider and also include the names of individuals authorized to negotiate with the Southwest Ohio Region Workforce Investment Board Area 13. The signature line must indicate the title or position the individual holds in the company. All unsigned proposals will be rejected.

The cover sheet must also include the proposed number of each target group to be served, the amount of WIOA funds requested, the total projected costs, and the projected cost of each youth served by the Provider for the initial proposed contract term and for the renewal year option. The total cost of each youth served must be supported by the budget. Provider must complete the Cover Sheet, Attachment A, and include such in its proposal.

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

Service Information:

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

1. Describe, in each proposal, how you would quantify the impact the provider anticipates having on one or multiple of the five priority system outcomes shared in Section 1.2.5 SWORWIB Area 13 System Outcomes”.
2. Describe how you will deliver pre-enrollment and framework activities as needed in your proposal. Providers should describe how they will either deliver or make referrals for each required program element for those youth with a demonstrated need.

Several of the required program elements must be delivered by the selected provider for either all or an appropriate subset of their WIOA enrolled youth. Those include the following:

- a. Summer employment linked to academic or occupational skills (as requested by youth enrolled in in-school WIOA programs) (Element 3);
 - b. Leadership development (see description below) (Element 6); and
 - c. Follow-up activities for no less than 12 months after completion of participation (for all exited youth).
3. Describe your organization's capacity to develop formal relationships with local businesses or corporations, especially as it relates to program design elements and collaborative program services.
 4. Describe personnel qualification for project/program manager.
 5. Describe one or multiple specific formal connections to state accredited post-secondary institutions or formal apprenticeship programs.
 6. Describe other formal collaborations associated with your proposal that you are expecting to use to purposefully leverage grant dollars or other established funding sources in such a way that the WIOA cost per youth is reduced and additional youth can be served.
 7. Describe information that will demonstrate your organization's capacity for and history of quantified and documented success in serving WIOA youth or youth with similar barriers.
 8. Describe your Quality Assurance (QA) and Quality Assurance Plan e.g. training, policy and procedure manual and procedures for Q.A.
 9. Describe information that will demonstrate your organizations capacity for and history of serving large volumes of youth at a relatively low cost.
 10. Describe a well-articulated recruitment plan that aligns with the Southwest Ohio Regional WIB Emerging Workforce Development Council Suitability Policy (Attachment N Logic Model).

B. Provide your expected outcomes for this program, as follows: (Refer to Definitions for further clarification)

Traditional WIOA Services – In School:

All Proposals: Identify the cost per youth exited that your organization will commit to through each contract year of this contract. Specifically, divide the total cost of your proposed contract by the following number. What volume of youth will you enroll on or after 7/1/2015, serve and subsequently exit in year one of this contract. Provide that volume separately for years two and three.

All Proposals: Must include a program outcome statement containing the following elements. SWORWIB and HCJFS shall collaborate to validate that each provider is compliant with each element below. Persistent and regular failure to maintain these standards shall result in a provider's ineligibility for incentive dollars regardless of other factors.

- The volume of youth the applicant proposes to serve
- Geographical area of focus
- Objective standard for success – what must be documented to conclude that an individual participant has achieved the outcome
- Proportion of target population who will achieve each criterion for success
- Suitability standard for enrollment of youth – this presumes each youth is eligible and has appropriate documentation of eligibility on file. A suitability standard goes beyond eligibility to define that population that the provider believes both needs their service and will benefit from it.

Such a standard may speak to education or employment status, work history, barriers currently in place, and/or factors that will support a successful outcome for a prospective enrollee.

The providers who have committed to achievement of relatively higher “priority system outcomes” may be more likely to be selected through this RFP process. Those relatively higher goals shall be deemed credible only if they are paired with a credible plan for achieving them, a clear intent to enroll suitable populations, and a demonstrated history of success in working with this or similar populations, and similar scopes of work. Providers without this documented success are eagerly encouraged to collaborate with partners that have a proven history of servicing these populations in submitting a shared proposal.

C. Providers shall respond to the following for a specific proposal submitted:

1. Traditional WIOA In-School and Out-of-School Service Proposal: Describe the percentage of WIOA in-school and out-of-school youth that you serve who will be placed in education or training activities or in unsubsidized employment by the 2nd quarter after exit from your program.
2. Traditional WIOA In-School and Out-of-School Service Proposal: Describe the percentage of WIOA in-school and out-of-school youth that you serve who will be retained in education or training activities or in unsubsidized employment by the 4th quarter after exit from your program.
3. Traditional WIOA In-School Services Proposals: Describe the percentage of WIA in-school youth that you work with in your WIOA program will earn a high school diploma or GED during participation or by 3rd quarter after exit from your program.
4. Traditional WIOA In-School and Out-of-School Service Proposals: Describe what proportion of exited youth with a high school diploma or GED enters a degree granting or certificate granting program within nine months of receiving their diploma or GED.

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

- A. SWORWIB Area 13 reserves the option to modify initial Contract amounts as necessary. The value of the Contract may be reduced at any point after the third month of the Contract span if the Provider(s) is more than twenty percent (20%) below projected expenses. Similarly, if additional funding becomes available and performance is on track, this Contract may be increased in value through mutual consent at any point after the third month following Contract initiation. Also, similarly, should federal funding be reduced, contracts will be reduced accordingly.

The Southwest Ohio Workforce Investment Board anticipates services will begin no later than July 1, 2015. 100% of the total value of all contracts awarded as a result of this RFP will be on a cost-reimbursement agreement. 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 year 1, 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 two (2) additional one (1) year renewal option.

For renewal years, any increases in Unit Rates will be at the sole discretion of the SWORWIB's fiscal agent and administrative entity, 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. All revenue sources (leveraged resources) available to Provider to serve eligible youth identified in the Scope of Services shall be listed in the budget, and utilized, where permissible, to reduce the cost of each youth served. All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff.
- D. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- E. 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.
- F. 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 program and business personnel who will be working with the program. These positions are Agency Director, CFO, Program Director and Administrators;

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

Provider's program manager must have a minimum of 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	November 18, 2014
RFP Conference	December 2, 2014, 2:00 p.m.
Deadline for Receiving Final RFP Questions	December 9, 2014, noon
Deadline for Issuing Final RFP Answers	December 12, 2014
Deadline for Registering for the RFP Process	January 7, 2015, noon
Deadline for Proposals Received by RFP Contact Person	January 14, 2015, 11:00 a.m.
Oral Presentation– if needed	January 26, 2015
Anticipated Proposal Review Completed	January 26, 2015
Anticipated Start Date	July 1, 2015

3.2 RFP Contact Person

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

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

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS JANUARY 7, 2015 NO LATER THAN NOON.

All interested Providers must complete Registration Form (see Attachment G) and fax or e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's fax number is (513) 946-2384, and their e-mail address is 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 6SE601, December 2, 2014, 2:00 p.m - 4:00 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 the SWORWIB and 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;
- B. SWORWIB Board members and employees; and
- C. 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 December 9, 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 December 9, 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 December 9, 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

SWORWIB/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. SWORWIB/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 SWORWIB/H CJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Provider's expense.

4.3 False or Misleading Statements

If, in the opinion of SWORWIB/H CJFS, information included within Provider's proposal was intended to mislead the SWORWIB/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 January 14, 2015. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

SWORWIB Area 13 reserves the right to:

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

The recommendation of SWORWIB staff and RFP Evaluation Committee, the decision by the full SWORWIB 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 January 14, 2015, and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.

- 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, SWORWIB representatives and other individuals designated by HCJFS. Review Committee shall evaluate each Provider's proposal using criteria developed by HCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

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

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review 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 SWORWIB's interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all Providers as SWORWIB deems necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation 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 50% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 30% 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 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 30% 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, SWORWIB will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. On behalf of the SWORWIB, HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of SWORWIB and Provider.
- D. If SWORWIB/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 SWORWIB/HCJFS and successful Provider are unable to come to terms regarding the Contract, in a timely manner as determined by SWORWIB/HCJFS, on behalf of SWORWIB, HCJFS will terminate the Contract discussions with Provider. In such event, SWORWIB/HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

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

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

4.9 Public Records

Hamilton County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. In the event Provider'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
YOUTH SERVICES UNDER THE WORKFORCE INVESTMENT AND OPPORTUNITY ACT
(WIOA)
Bid No: RFP SC0914-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: Names of persons authorized to negotiate with SWORWIB and HCJFS
Person(s) authorized to negotiate with SWORWIB and 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: _____

Amount of WIOA funds requested for the 1 st 12 months of the initial term: 7/1/15 – 6/30/16	Amount of WIOA funds requested for the 2nd 12 months of the initial term: 7/1/16 – 6/30/17	Amount of WIOA funds requested for the 1 st Renewal Term of 12 months: 7/1/17 – 6/30/18	Amount of WIOA funds requested for the 2nd Renewal Term of 12 months: 7/1/18 – 6/30/19
WIOA Program expenses \$ _____	WIOA Program expenses \$ _____	WIOA Program expenses \$ _____	WIOA Program expenses \$ _____
Estimated # of youth enrolled _____	Estimated # of youth enrolled _____	Estimated # of youth enrolled _____	Estimated # of youth enrolled _____
\$ Projected cost per youth \$ _____	\$ Projected cost per youth \$ _____	\$ Projected cost per youth \$ _____	\$ Projected cost per youth \$ _____

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

Signature - Authorized Representative _____ Title _____ Date _____

Signature – Financial Officer _____ Title _____ Date _____

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

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 January 7, 2015?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before January 14, 2015?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Initial Term on the Cover Sheet?	2.1	
Did you include the Unit Rate for the First and Second 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

Contract Sample

Contract # _____

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

(TO BE USED WITH WORKFORCE INVESTMENT ACT SUBRECIPIENT PROVIDERS)

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

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

1. TERM

In addition to the terms set forth above, this Agreement may be renewed, at the option of HCJFS for one (1) additional one (1) year term ("The Renewal Period"). The total amount of this Renewal Period cannot exceed \$ _____ over the life of the Renewal Period. This Renewal Period is subject to funds availability, satisfactory performance by the Provider, and submission of all necessary paperwork required by HCJFS to implement an Agreement.

The anticipated expenditure for the period **June XX, 2010 to December XX, 2010** is \$XX,000.00 and for the period **January XX, 2011 to May XX, 2011** is \$XX,XXX.00 XX.00.

2. SCOPE OF SERVICE

EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform the WIA **Insert specific service name here** as more particularly described in Exhibit I, Request for Proposal, and Exhibit II – Provider's Proposal. The parties agree that a billable unit of service is defined in Exhibit I, Request for Proposal and Exhibit II – the Providers Proposal for the Out of School Youth Services.

Exhibits for this Contract are as follows:

1. Exhibit I – Request for Proposal;

2. Exhibit II – Provider’s Proposal;
3. Exhibit III – Budget;
4. Exhibit IV – WIA Youth Services Monthly Expenditure Report; and
5. Exhibit VI – Release of Personnel Records and Criminal Records Check.

A. ORDER OF PRECEDENCE

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

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

B. PROVIDER RESPONSIBILITY

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

If the program is such that service is provided on a one-to-one basis, as in counseling, the documentation must be maintained by the counselor by means of a personal record of service which details the service provided to, or on behalf of a recipient, with the beginning and ending time of the service.

5. Provider is required to submit a final performance deliverable report no later than ninety (90) days following the end date of service for each calendar year. Performance deliverables are defined in Section 2.2 of Exhibit I, The Request for Proposal.
6. HCJFS reserves the right to request additional reports at any time during the Agreement period. It is the responsibility of Provider to furnish HCJFS with reports as requested. HCJFS may exercise this right without a Agreement amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
7. The compensation amount in section **3, BILLING AND PAYMENT** is the full payment for Consumer service. No fees or additional cost shall be charged to any Consumer for the Agreement service without expressed HCJFS approval. Such approval must be made by way of a Agreement amendment.
8. Provider warrants that all other sources of revenue have been actively pursued prior to billing HCJFS for services. Possible revenue sources include, but are not limited to, 3rd party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.
9. Provider is to ensure that all Agreement requirements contained within are also part of the requirements placed on all subcontracts providing service for this project. HCJFS reserves the right to audit and/or test Agreement requirements for the above mentioned subcontracts at any time during the term of this Agreement and up to three (3) years thereafter.

C. HCJFS RESPONSIBILITY

3. BILLING AND PAYMENT

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

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

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

4. AVAILABILITY AND RETENTION OF RECORDS

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

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

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

5. ELIGIBILITY FOR SERVICES

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

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

6. NO ASSURANCES

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

7. NON-EXCLUSIVE

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

8. CONFLICT OF INTEREST

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

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

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

9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

1.

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

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

10. GOVERNING LAW

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

11. INTEGRATION AND MODIFICATION

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

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

12. SEVERABILITY

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

13. TERMINATION

A. Termination for Convenience

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

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

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

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

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

14. TRANSITION PLAN

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

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

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

15. COMPLIANCE

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

16. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

17. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

17. RELATIONSHIP

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

18. DISCLOSURE

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

19. 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.

20. NO ADDITIONAL WAIVER IMPLIED

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

22. CONFIDENTIALITY

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

23. AUDIT RESPONSIBILITY

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

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

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

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

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

24. WARRANTIES AND REPRESENTATIONS

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

Provider warrants and represents that at all times during the contract term, Provider shall maintain in good standing, any license or certification required for Provider’s performance in

carrying out the terms of this Contract. Additionally, Provider shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

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

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

25. AVAILABILITY OF FUNDS

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

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

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

26. FORCE MAJEURE

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

The term “Force Majeure” as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

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

27. COORDINATION

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

28. LEGAL ACTION

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

29. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

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

30. DRUG-FREE WORKPLACE

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

31. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

33. AMENDMENTS

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

34. INSURANCE

Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A;VII. . Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits;

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits

of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

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

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

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

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

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

against the Hamilton County, HCJFS and the City of Cincinnati. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

7. Provider, Hamilton County, HCJFS and the City of Cincinnati agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
8. Provider's insurance coverage shall be primary insurance with respect to the Hamilton County, HCJFS, the City of Cincinnati and their respective officials, employees, agents, and volunteers. Any insurance maintained by Hamilton County, HCJFS, or the City of Cincinnati shall be in excess of Provider's insurance and shall not contribute to it.
9. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.
10. If any of the work or services contemplated by this Contract is subcontracted, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein.

35. INDEMNIFICATION & HOLD HARMLESS

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

36. SCREENING AND SELECTION

A. Criminal Record Check:

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

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

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

B. Bureau of Motor Vehicle transcript:

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

C. Verification of Job or Volunteer Application:

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

37. LOBBYING RESTRICTIONS

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

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

38. DEBARMENT AND SUSPENSION

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

39. DEBT CHECK PROVISION

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

40. FAITH BASED ORGANIZATIONS

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

41. CHILD SUPPORT ENFORCEMENT

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

42. HCJFS AGENCY BADGES

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

43. DEFAULT BY PROVIDER

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

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

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

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

44. CONTACT INFORMATION

HCJFS

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

Provider

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

45. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

46. ENERGY POLICY AND CONSERVATION ACT

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

47. CONTRACT CLOSEOUT

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

48. DECLARATION OF PROPERTY TAX DELINQUENCY

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

49. WIA RULES AND REGULATIONS

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

50. MISCELLANEOUS PROVISIONS

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

51. QUALIFICATIONS TO CONDUCT BUSINESS

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

52. UNFAIR LABOR PRACTICES

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

53. NOTICES

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

As to Provider

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

As to Area #13

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

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

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

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

54. PATENT RIGHTS

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

55. COPYRIGHTS AND RIGHTS IN DATA

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

56. PROVIDER SOLICITATION OF AREA #13 EMPLOYEES

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

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

SIGNATURES

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

ATTACHMENT C

HCJFS CONTRACT BUDGET

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

TO

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL OF YOUTH TO BE ENROLLED

			COST PER YOUTH=
--	--	--	------------------------

GRAND TOTAL/TOTAL YOUTH ENROLLED =

UNIT COST:	#DIV/0!	#VALUE!	#VALUE!
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TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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A. STAFF SALARIES - Attach Extra Pages for Staff, if needed.

[illegible]

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

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

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

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

Professional Fees & Contracted Services Narrative

Please type narrative here.

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

Consumable Supplies Narrative

Please type narrative here.

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

Occupancy Costs Narrative

Please type narrative here.

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

Travel Costs Narrative

Please type narrative here.

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

Insurance Costs Narrative

Please type narrative here.

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

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

Please type narrative here.

EXHIBIT II

LARGE EQUIPMENT DEPRECIATION COSTS

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

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

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

Miscellaneous Costs Narrative.

Please type narrative here.

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

Mgmt/Indirect Cost Narrative.

Please type narrative here.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

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

L. Please type narrative here

M. Please type narrative here

N. Please type narrative here

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

Revenue Narrative

Please type narrative here.

ATTACHMENT C-1

Sample Budget

ATTACHMENT C-1

HCJFS CONTRACT SAMPLE BUDGET

(for reference purposes only)

AGENCY: Acme Foster Care

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: Traditional & Therapeutic Foster Care

January 1, 2010 TO December 31, 2010

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	154,750.00	26,750.00	0.00	23,250.00	380,500.00	585,250.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	26,517.00	7,857.38	0.00	5,734.94	65,042.94	105,152.25
C. PROFESSIONAL & CONTRACTED SERVICES	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00
D. CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00
E. OCCUPANCY	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00
F. TRAVEL	29,625.00	29,625.00	0.00	0.00	23,250.00	82,500.00
G. INSURANCE	2,790.00	1,860.00	0.00	500.00	3,150.00	8,300.00
H. EQUIPMENT	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00
I. MISCELLANEOUS	6,750.00	5,300.00	0.00	500.00	3,750.00	16,300.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL OF EACH COLUMN	404,132.00	258,842.38	0.00	50,384.94	610,792.94	1,324,152.25
ALLOCATION OF MGT/INDIRECT COSTS	20,632.02	13,645.48		-45,484.94	11,207.44	0.00
TOTAL PROGRAM EXPENSES	424,764.02	272,487.86	0.00	0.00	622,000.38	1,324,152.25

ESTIMATED TOTAL UNITS OF SERVICE

TO BE PROVIDED:

8,395.00

5,475.00

UNIT = 1 day

TOTAL PROGRAM COST/TOTAL UNITS

OF SERVICE = UNIT COST:

\$50.60

\$49.77 _____

TOTAL REVENUE	62,269.40	515,855.86	0.00	650,008.63	7,000.00	1,235,133.89
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ATTACHMENT C-1

A. STAFF SALARIES - Attach Extra Pages for Staff,

POSITION TITLE	# STAFF	HRS WK	Annual Cost	Traditional Foster Care			MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
Program Director	1.00	40.0	56,000.00	14,000.00	14,000.00			28,000.00	56,000.00
Case Manager		400.0	320,000.00		128,000.00				128,000.00
Clerical Specialist	1.00	40.0	25,500.00	12,750.00	12,750.00				25,500.00
Clerical Specialist	1.00	40.0	25,500.00					25,500.00	25,500.00
Other Personnel			195,250.00					195,250.00	195,250.00
Executive Director	1.00	10.0	85,000.00				12,750.00	72,250.00	85,000.00
Human Resource Director	1.00	13.2	70,000.00				10,500.00	59,500.00	70,000.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
TOTAL SALARIES	5.00	543.2	777,250.00	154,750.00	26,750.00	0.00	23,250.00	380,500.00	585,250.00

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

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

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

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

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

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

1 Executive Director
25% allocated to Foster Care Program

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

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	TOTAL EXPENSE
B.PAYROLL TAXES					
FICA 7.65 %		2,046.38		1,778.63	3,825.00
WORKER'S COMP. 1.9%	2,940.25	508.25		441.75	11,119.75
UNEMPLOYMENT 2.3 %	983.25	1,397.25		120.06	4,761.00
BENEFITS					
RETIREMENT 1%	1,547.50	267.50		232.50	5,852.50
HOSPITAL CARE 13%	20,117.50	3,477.50		3,022.50	76,082.50
OTHER Life/Disability .6%	928.50	160.50		139.50	3,511.50
					0.00
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	26,517.00	7,857.38	0.00	5,734.94	105,152.25

Employee Payroll Taxes & Benefits Narrative.

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

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

Professional Fees & Contracted Services Narrative

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

ATTACHMENT C-1

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

Consumable Supplies Narrative

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

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

Occupancy Costs Narrative

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

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

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

Utilities are included in the rent.

ATTACHMENT C-1

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

Travel Costs Narrative

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

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

Insurance Costs Narrative

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

ATTACHMENT C-1

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

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

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

ATTACHMENT C-1

LARGE EQUIPMENT DEPRECIATION CO

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

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

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

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

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

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

* Enter as a decimal.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT		TOTAL EXPENSE
I.MISCELLANEOUS COSTS						
Postage		800.00			500.00	1,300.00
Dues/Subscriptions	2,000.00	1,000.00			1,000.00	4,000.00
Background checks	2,250.00	1,500.00			1,250.00	5,000.00
Recruitment	2,500.00	2,000.00			1,500.00	6,000.00
						0.00
TOTAL MISCELLANEOUS COSTS	6,750.00	5,300.00	0.00	500.00	3,750.00	16,300.00
J. PROFIT MARGIN (For profit entities only)						0.00
TOTAL OF ALL EXPENSES	404,132.00	258,842.38	0.00	50,384.94	610,792.94	#####

Miscellaneous Costs Narrative.

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

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

Mgmt/Indirect Cost Narrative.

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

Profit Margin Narrative (for profit entities only).

Please type narrative here.

N/A.

ATTACHMENT C-1

REVENUES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)					
Hamilton County Job & Family Services		459,770.27		650,008.63	1,109,778.90
Butler County Job & Family Services	57,269.40	51,085.59			108,354.99
					0.00
B. OTHER FUNDING					
FEES FROM CLIENTS					0.00
CONTRIBUTIONS -					0.00
					0.00
					0.00
					0.00
					0.00
AWARDS & GRANTS					0.00
					0.00
OTHER (specify)					0.00
Fundraising	5,000.00	5,000.00		7,000.00	17,000.00
TOTAL REVENUE	62,269.40	515,855.86	0.00	650,008.63	1,235,133.89

Revenue Narrative

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

EXHIBIT II

RENEWAL YEAR ESTIMATED COST SHEET

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

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

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services

Provider Certification Process

(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. 	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <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.	1. Does the agency have a Quality Improvement program? 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? 3. Is there a client satisfaction mechanism in place? 4. How are client contacts, referrals, service delivery measured and tracked? 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? 6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making? 7. Grievance process available - easily accessible to clients? Process for tracking and reporting individual and aggregate data on grievances? 8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues? 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?

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

NOTES:

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

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

d. Worker's Compensation insurance;			
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.			
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?			
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;			
e. written information regarding service programs operated by provider & how the information is disseminated to consumers;			
f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances and individual and program related grievance summaries;			
g. detailed safety plan;			
h. detailed written procedure for maintaining the security and confidentiality of client records.			

Additional comments/notes for Section C:

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

ATTACHMENT E

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

Personnel Records



222 East Central Parkway • Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

FAX: (513) 946-2250

www.hcjfs.org

www.hcadopt.org

www.hcfoster.org

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

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

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

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

NOW THEREFORE

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

Signature _____ Date _____

A. Criminal Record Check

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

ATTACHMENT G

Provider Registration Form

REGISTRATION FORM

RFP: SC0914-R, Youth 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 **January 7, 2015.**

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.