

REQUEST FOR PROPOSALS FOR SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)

RFP #SC10-19R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

December, 2019

RFP Conference: January 10, 2020, 1:00 p.m. – 3:00 p.m.

Location: Hamilton County Department of Job & Family Services

222 East Central Parkway

Cincinnati, OH 45202

6th Floor - Room 6SE401

Deadline for Proposal Registration: January 17, 2020 no later than noon EST

Due Date for Proposal Submission: February 7, 2020 no later than 11:00 a.m. EST

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REQUEST FOR PROPOSAL (RFP) FOR PLACEMENT MEDICAL SCREENINGS

MISSION STATEMENT

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

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job & Family Services (HCJFS) has been provided with access to approximately \$1,000,000.00 to deliver summer youth services during the summer of 2020 and is seeking proposals for the purchase of a Summer Youth Employment Program (SYEP) for Temporary Assistance for Needy Families (TANF). It is our intent to procure a contract with a single entity, however, the Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple Providers and to award contracts for any or all the services proposed.

HCJFS intends to contract with a single entity for delivery of all summer youth services. The selected bidder will have demonstrated an ability to subcontract, or otherwise engage an inclusive and community-based set of community partners, work sites, and service providers. The contract holder shall be responsible for monitoring, reporting, oversight, billing, payment, record-keeping, site visits and compliance assurance related to all services delivered either directly or through one of those community settings/partners/subcontractors. In all cases, the contract holder shall ensure compliance with all terms and conditions of this contract for self and subcontractors.

1.2 Scope of Service

Hamilton County intends to contract with a single entity, hereafter referred to as the provider, to deliver youth employment services starting in May of 2020. This contract will enable TANF-eligible Ohio youth to gain valuable work experience while earning a paycheck. Summer employment programs offer the opportunity for youth to develop a work history and have a current reference from an employer. Alternately, younger youth may build and practice tangible work readiness skills.

HCJFS reserves the right to modify the duration, funding type, target population, scope, reporting, and any other element of this RFP or the resulting contract in response to guidance issued by ODJFS.

HCJFS reserves the right to negotiate with the selected provider to deliver some or all services identified in the contract scope during either summer months, or over a longer span of months.

To qualify for this program, Provider agencies must:

- Provide a scope and budget reflecting youth services for a period from 6/1/20 through 9/30/20.
- Plan for billable marketing, outreach, and planning work to begin on 5/15/20.
- Follow state and federal TANF and PRC requirements, including Rule 5101:1-3-16 of the Ohio Administrative Code.
- Provide comprehensive reports regarding compliance, billings, outputs and outcomes.
- Demonstrate funding capacity to work in a cost reimbursement environment with monthly billings and typical payment lags associated with HCJFS contracts. Prospective Providers with high interest credit agreements shall not be considered.
- Demonstrate administrative capacity to maintain accurate and reliable records and to generate consistent and accurate reporting.

Management Indirect costs may be considered for inclusion in any proposed budget. None shall receive approval for inclusion unless they meet the following criteria:

- The management indirect figure must be calculated and based on actual costs and assessments.
- The indirect cost plan is provided and sufficient.
- That plan is reviewed and approved by HCJFS.

The development of a soft skills training component to TANF Summer Youth Employment Program is required. Soft skills training includes, but is not limited to:

- How to write a resume and cover letter;
- Tips for interviewing;
- Financial readiness training;
- Professionalism; and
- Job etiquette.

All enrolled youth must engage in structured career exploration. The Provider shall ensure that all presented careers are relatively high-wage, high-demand, and high retention. Documentation of those characteristics shall be shared with all participants and HCJFS. Each youth shall exit their summer youth experience with a written career plan informed by their desires and aptitudes, and an associated vocational/post-secondary training plan. That plan shall include, at least, anticipated degree or industry recognized certification(s), timeframe, training institutions(s), projected wages and retention data, and prerequisite training/skills, screening, and exclusion criteria accounted for, as well as a current resume and cover letter.

All youth participating in the TANF Summer Youth Employment Program must be registered on the OhioMeansJobs.com website. A confirmation of the registrations must be incorporated into the CDJFS reporting. That registration must be accompanied by a complete virtual backpack, career plans, assessments, and career profile.

1.2.1 Population

The population served must pass the following eligibility requirements:

The Summer Youth Employment Program funded through PRC shall only serve persons from a TANF-eligible family (PRC). The selected Provider must serve all of the populations below.

- TANF/PRC eligible youth ages 14-18 - Youth may be 18 only if they are a full-time student in a secondary school.

Youth who enroll in this PRC SYEP will not include those already enrolled into CCMEP. However, these youth may decide to enroll into CCMEP after the summer program is over.

HCJFS shall provide eligibility determination services for this Provider. This includes:

- An online application that checks applicants age and residency and allows for eligibility documentation to be scanned in with application.
- A data base that is used to track applications and eligibility determination; print associated hard copy approval/denial notices and/or send soft copy of notice via email; create related reports; provides a process that uses email addresses to receive and respond to questions from youth/parents.
- A fax and voice mail number has been created and is connected to the associated email address for this program.
- An ET worker who has relevant experiences in processing SYEP PRC applications, responding to questions, working data base, connecting appropriate youth to CCMEP when requested, as well as updating OBWP with required earned income information if youth is in receipt of food assistance.

1.2.2 Service Components

See section 2.2.1 of this RFP. Include a statement describing how Provider is able to meet each separate service element identified and numbered. Include the population you serve and Provider history and experience. Provider should clearly state its competitive advantage and its ability to meet the terms, conditions and requirements defined in this RFP.

1.3. Employee Qualifications

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

2. Criminal Record Check: Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport customers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation (“BCII”), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office (or your local Police and Sheriff’s Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.
3. Central Registry Report: Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers. Instructions and guidance on how to obtain this clearance can be found at <https://jfs.ohio.gov/ocf/childprotectiveservices.stm>.
4. All completed and documented checks shall be in the employee file.
 - A. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
 - B. Provider shall not assign any individual to work, volunteer with or transport consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.
5. Provider who have been convicted: Employees convicted of, or plead guilty to, any violations contained in ORC 5153.111 (B) (1) may not come into contact with HCJFS’ Customers.

2.0 PROVIDER PROPOSAL

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

Hardcopy Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 180 pages.
- Each submission must have one signed original proposal and eight (8) copies.
- One of the eight (8) copies must be submitted as single-sided.
- Each proposal must be written in twelve (12) point font.

A. Electronic Requirements

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

B. Proposal Organization

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

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

2.1 Cover Sheet

Each Provider must complete the Cover Sheet, Attachment A, and include such in its proposal.

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

The Cover Sheet must also include the proposed Unit Rate(s) for each youth the Provider is proposing to serve in the span of this contract (May through September, 2020). This Unit Rates must be supported by the Budget, Attachment C.

2.2 Service and Business Deliverables

(Complete the Program Component Checklist for each item below)

2.2.1 Program Components

A. Service Information

Each proposal must document how the Provider intends to:

1. Recruit, enroll, engage and maximize services to at-risk youth. Specifically identify how you will serve the high-priority populations below.
 - Foster Care: Youth in a foster care setting age 14 to 17 years of age or 18 years of age if they are a full-time student in a secondary school may be served under the TANF Summer Youth Employment Program. The United States Department of Health and Human Services, Administration for Children and Families (ACF) has provided guidance respective to the Summer Youth Employment Program.
 - Youth outreach and recruitment requirements will include special emphasis for outreach in the areas where the poverty rate exceeds 35%: such as Winton Terrace (45232), St. Bernard/Elmwood Place (45232), the West End (45214), Fairmount (45214), CUF (45219), Avondale (45229), Price Hill (45205), Evanston (45207), Northside (45207), South Fairmount and Sedamsville (45204), and the 45225 zip code.
2. Describe how you will serve youth at a low cost per youth.

3. Explain how you will retain those youth through the life of the program.
4. Design a summer proposal(s), containing no less than fifty percent (55%) of actual and budgeted program costs reflected in monetary payments to the youth for their documented hours of participation.
5. All enrolled youth must engage in structured career exploration. Explain how Provider shall ensure that all presented careers are relatively high-wage, high-demand, and high retention and how documentation of those characteristics shall be shared with all participants and HCJFS.
6. Each youth shall exit their summer youth experience with a written career plan informed by their desires and aptitudes, a vocational/post-secondary training plan. That plan shall include, at least, anticipated degree or industry recognized certification(s), timeframe, training institutions(s), projected wages and retention data, and prerequisite training/skills, screening, and exclusion criteria accounted for, as well as a current resume and cover letter. Explain how your agency will ensure this expectation is met.
7. **At least 55% of the contract budget must be devoted to youth wages and incentives. Incentives may be paid to youth for achievement of tangible and high-value outcomes such as 30 days of perfect attendance, on-going employment, vocational certifications, or similar.** How will you ensure these expectations are met?
8. The Provider will pay the youth directly, at a capped rate of twelve (12) dollars per hour. Payments must be made no more than fourteen (14) days after completion of the pay period as noted on the employees' time sheet. Explain how these expectations are met.
9. Final payments must be issued no more than fourteen (14) days after termination of each participant's employment. HCJFS payments for **final invoice** shall be withheld from each Provider until HCJFS is able to document that the actual total billable to HCJFS from the Provider includes no less than fifty percent (55%) of costs reflecting actual monetary payments to participating youth or to referred employers as wage subsidies. Describe your ability to ensure accurate billing.
10. Describe how you will document youth eligibility/non-eligibility prior to enrollment. No funding associated with this contract may be devoted to serve any youth who is not yet fully enrolled, and fully documented as eligible for TANF funding under this contract. That documentation must be in writing and must be received from the HCJFS SYEP liaison staff.

The selected Provider will be obliged to gather all documentation needed to verify eligibility and submit that material to HCJFS with the properly signed and completed application to HCJFS staff. In some cases, that documentation of eligibility may be available from HCJFS.

11. Describe how your agency will provide monthly reports to HCJFS in a format to be defined and with content to be identified by HCJFS and according to deadlines issued by HCJFS. These details are not available at this time but will be an obligation assumed by any Provider selected for this contract.
12. Describe how your agency will accurately bill for services within thirty (30) days of the end of each service month with only one (1) invoice per month.
13. Offer a timeline for service initiation.
14. Provide a credible plan to establish or continue work experience agreements with local work sites.
15. Identify the age group the Provider intends to serve.
16. Provide a program design.
17. Give affirmative confirmation that the Provider has or will have the required insurance levels in place prior to service initiation.
18. Identify the volumes of youth the Provider intends to serve.
19. Identify the length of time the provider intends to serve each enrolled youth.
20. State the anticipated cost per youth served.
21. Properly retain records – Providers shall retain all records for this contract for a period of three (3) years after the youth has exited services. Records must be made available upon written request from 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. Provider must:
 - A. Maintain individual youth files in accordance with the “TANF QA File Audit Checklist Form” in the outlined order. HCJFS will provide the “Youth QA File Audit Checklist Form” at the post-award meeting.
 - B. Obtain a copy of the work permit, or birth certificate if over 16, parental permissions and completed application for audit purposes in youth’s case file.

- C. Obtain a copy for each youth enrolled in work activities, type of activity, dates and hours of participation.
- D. For each youth engaged in subsidized work, maintain information regarding place of employment, position, dates and hours of employment.
- E. Maintain time sheets, signed by each youth that must correspond with any payments issued. Unsigned or inconsistent time sheets will result in recovered costs.
- F. Maintain signature of each youth's receipt of each paycheck.
- G. Maintain work sites (name, location, types of work, hours, number of youth employed, and youth evaluation).

Explain how these expectations will be met.

22. On a monthly basis, explain how you will submit the following information about each participant in the form of a single report:
- program begin date;
 - program end date;
 - age;
 - activity;
 - hours worked to date and monthly;
 - wages earned, wages issued;
 - Incentives earned and issued;
 - work-sites, salary;
 - average hours per week;
 - specialized skills gained; and
 - status of career plan.
23. Provide a scope and budget reflecting youth services for a period from 6/1/20 through 9/30/20.
24. Provide a plan for billable marketing, outreach, and planning work to begin on 5/15/20.
25. Demonstrate capacity to follow state and federal TANF and PRC requirements, including Rule 5101:1-3-16 of the Ohio Administrative Code.
26. Demonstrate ability to provide comprehensive reports regarding compliance, billings, outputs and outcomes.
27. Demonstrate funding capacity to work in a cost reimbursement environment with monthly billings and typical payment lags associated with HCJFS contracts.

Prospective Providers with high interest credit agreements shall not be considered.

28. Demonstrate administrative capacity to maintain accurate and reliable records and to generate consistent and accurate reporting.

B. Licensure, Administration and Training

1. Provide a description of your organization's employee screening and clearance policy.
2. Describe training, supervision, and support provided to staff.

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately May 15, 2020. Provider will be reimbursed for actual expenses for running the TANF Summer Youth Program. Provider must submit a Budget and a calculation of the Unit Rate and Cost Reimbursement for the initial Contract term that Provider understands will be used to compensate Provider for services provided. Budgets and Unit Rates and Cost Reimbursement must be submitted in the form provided as Attachment A. Contracts will be written for the full span of this Summer youth contract (May 15, 2020 through September 30, 2020).
- B. Provider must warrant and represent the Budget is based upon current financial information and programs.

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

- C. Provider must submit a detailed narrative demonstrating how costs are related to the service(s) presented in the proposal.
- D. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.

- E. For the purposes of this RFP, “unallowable” program costs (detailed list is located in 2 CFR Part 200 Subpart E) include:
1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs for staff only;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in OAC 5101:2-47-25(n);
 12. losses on other Contracts’;
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;

20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. major losses incurred through the lack of available insurance coverage; and
24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

ALLOWABLE COSTS

Allowable costs under this program include:

1. Payments to employers for wages (at no higher than \$12.00 per hour); and
2. Recruitment and development of employers for the program.

Other ancillary services which are offered by the employer to the summer youth employment participants, including:

1. Work related items such as uniforms, tools, licenses or certifications;
2. Case management activities related to the program;
3. Job coaches and mentors/
4. Worker compensation expenses;
5. FICA;
6. Direct supervision and training costs; and
7. Transportation costs to and from the work site.
8. Provider profit and management indirect
9. Items specifically included in the contract budget and approved in writing by HCJFS.

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

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

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

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

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

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

2.6 Financial Documentation

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

2.7 Declaration of Property Tax Delinquency

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

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

2.8 Proposal Documents

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

Ownership, Annual Report, and Licensure

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

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

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

System and Fiscal Administration Components

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating its commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same Contract standards and obligations as the Agency/Company.
- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company. In addition, please provide a list of all subsidiaries,

affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.

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

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

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

Certificates of Insurance

As a matter of proof of insurance, prior to the effective date of the Contract, Provider shall give the County and HCJFS the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the Contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05. Certificates are to be sent to the HCJFS Contract Specialist, 222 E. Central Parkway Cincinnati, Ohio 45202 and the Hamilton County Risk Manager, Room 707, 138 East Court Street Cincinnati, OH 45202 Fax: 513-946-4720.

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

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	December 19, 2019
RFP Conference	January 10, 2020
Deadline for Receiving Final RFP Questions	January 17, 2020, noon
Deadline for Issuing Final RFP Answers	January 24, 2020
Deadline for Registering for the RFP Process	January 17, 2020, noon
Deadline for Proposals Received by RFP Contact Person	On or before February 7, 2020, no later than 11:00 a.m.
Anticipated Proposal Review Completed	Week of February 17, 2020
Anticipated Start Date	May 15, 2020

3.2 RFP Contact Person

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

Sandra Carson, Contract Services
 Hamilton County Department of Job & Family Services
 222 East Central Parkway, 3rd floor
 Cincinnati, Ohio 45202
 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 17, 2020 NO LATER THAN NOON.

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

3.4 RFP Conference

The RFP Conference will take place on January 10, 2020, 1:00 p.m. – 3:00 p.m. at Hamilton County Department of Job & Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202 6th Floor, Room 6SE401.

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 January 17, 2020, noon. The final responses will be faxed or e-mailed no later than January 24, 2020 by the close of business.
- D. Only Providers who register for the RFP Process will receive electronic, unlocked budget, attachments and addenda.
- E. The answers issued in response to such Provider questions become part of the RFP.

3.5 Prohibited Contacts

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

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

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

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

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

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after January 17, 2020, noon.

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY. 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 January 17, 2020, noon of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to January 17, 2020, noon of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the Contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP 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.org>

3.9 Availability of Funds

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

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

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

4.0 SUBMISSION OF PROPOSAL

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

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

Proposals must be received by the RFP Contact Person, Sandra Carson on or before February 7, 2020 no later than 11:00 a.m. at 222 East Central Parkway, Cincinnati, Ohio 45202, 3rd Floor.

Proposals received after this date and time will not be considered. If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted on or before February 7, 2020 no later than 11:00 a.m. will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected. Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP
- B. Timely Submission – The proposal is received at 222 East Central Parkway, Cincinnati, Ohio 45202, 3rd Floor on or before February 7, 2020 no later than 11:00 a.m. EST and according to instructions. Proposals mailed but not received at the

designated location by the specified date shall be deemed Non-Qualified and shall be rejected.

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

Stage 2. Evaluation Committee Review

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

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

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

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

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

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review and incorporated into the overall rating for the proposal. Review Committee may request information from sources other than the

written proposal to evaluate Provider's programs or clarify Provider's proposal. Other sources of information may include but are not limited to the following:

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

Stage 4 Evaluation Scoring

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

- A. Program Evaluation including responses to Section 2.2.1 Questions is worth 40% 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 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 10% of the total evaluation score.
- E. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions (excluding L) are worth 5% of the total evaluation score.
- F. Section 2.8 L Question is worth 15% 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 30% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 15% of the total evaluation score.

- C. Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 10% of the total evaluation score.
- D. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions (excluding L) are worth 5% of the total evaluation score.
- E. Section 2.8 L Question is worth 10% of the total evaluation score.
- F. Stage three (3) material and responses 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, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful Provider are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.
- F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

4.8 Post-Proposal Meeting

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

4.9 Public Records

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

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

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

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

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

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

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

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

4.10 Reserved

4.11 Public Record Requests Regarding this RFP

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

ATTACHMENT A

Cover Sheet for Summer Youth Employment Program (SYEP) Proposals (includes checklist)

**ATTACHMENT A
PROPOSAL COVER SHEET FOR
SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)
RFP #SC10-19R**

Name of Provider : _____

Provider Address: _____
Include city, state and zip code

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

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

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

Person(s) authorized to negotiate with HCJFS:

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

Phone Number: _____ Fax Number _____ E Mail: _____

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

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

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

Amount of TANF funds requested for the SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP) 5/1/20 – 10/31/20
--

Youth wages and incentives \$ _____

Total TANF Program expenses \$ _____

Estimated # of youth enrolled _____

\$ 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
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++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 17, 2020?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before February 7, 2020?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.8	

ATTACHMENT A-1

Program Component Checklist

RFP# SC10-19R - Summer Youth Employment Program (SYEP) RFP

Program Component Checklist

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

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

Program Components	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
Question 1				
Question 2				
Question 3				
Question 4				
Question 5				
Question 6				
Question 7				
Question 8				
Question 9				
Question 10				
Question 11				
Question 12				
Question 13				
Question 14				
Question 15				
Question 16				
Question 17				
Question 18				
Question 19				
Question 20				
Question 21				
Question 22				
Question 23				
Question 24				
Question 25				
Question 26				
Question 27				
Question 28				
Licensure, Administration and Training				
Question 1				
Question 2				

ATTACHMENT B

Contract Sample

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

This Contract is entered into on _____ between the Board of County Commissioners of Hamilton County, Ohio through the Hamilton County Department of Job & Family Services (Hereinafter “HCJFS”) and **Name of organization**, (Hereinafter “Provider”) doing business as **enter only if different name**, with an office at **Name and Street address, Cincinnati, Ohio, 452XX**, whose telephone number is **(513) XXX-XXXX**, for the purchase of **the 2020 TANF Summer Youth Employment Program..**

1. TERM

The Contract shall be effective from **05/01/2020 through August 31, 2020** (the “Initial Term”) inclusive, unless otherwise terminated or extended by formal amendment.

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

2. SCOPE OF SERVICE

This agreement will enable the provider to establish or expand programs that enable low income TANF-eligible Hamilton County, Ohio youth to gain valuable work experience while earning a paycheck to help meet basic needs. Summer employment programs offer the opportunity for youth to develop a work history and have a current reference from an employer.

Relationships with employers and recruiting youth into the program beginning May 1, 2020. However, wage subsidies and any other costs may not be charged against the allocation until May 15, 2020.

A. MONITORING:

Active, monthly, on site monitoring by HCJFS must be anticipated by the Provider during the life of this contract including a universal inspection of case files and documentation of service delivery. Monitoring by a variety of public agencies subsequent to contract end should be expected.

B. LIMITS FOR WAGE SUBSIDIES

Wages for summer youth employment are capped at \$12.00 per hour for this allocation.

Performance bonuses are encouraged and allowed.

C. ALLOWABLE COSTS

Several generally allowable costs are limited or constrained by the subsequently listed prohibited costs.

Allowable costs under this program include:

- Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
- Payments to third parties to operate the program (the sub-grantee that is a party to this agreement);
- Recruitment and development of employers for the program;
- Other ancillary services which are offered by the employer to the summer youth

employment participants including:

1. Work related items such as uniforms, tools, licenses or certifications;
2. Case management activities related to the program; and
3. Job coaches and mentors.
4. Worker compensation expenses;

5. FICA;
6. Direct supervision and training costs;
7. Work clothing if it necessary for employment at the specific job placement; and
8. Transportation costs to and from the work site.
9. Criminal records checks
10. The cost of health insurance for youth may not be charged against this allocation; however, the cost of health insurance for staff employed by a third party to operate the program can be charged against this allocation.

D. REPORTING AND SPECIALIZED ASSESSMENT REQUIREMENTS

Selected sub-grantees will be required to designate a reporting contact with an email address. There will be monthly reporting of information about participants, including individual data such as program begin date, program end date, age, employer, type of employment, reason for leaving, salary, average hours per week; and specialized skills gained. Also, a pre-employment competencies inventory and a post-employment competencies inventory will be required for all participating youth. A standard tool will be provided for use. HCJFS will provide additional information regarding the reporting tool and requirements for data collection in a subsequent letter.

E. CERTIFICATES OF COMPLETION

HCJFS will provide a mandatory certificate of completion that the sub-grantee will be required to issue to the participating youth who completed the summer youth program. Youth who left the program before completion will not be eligible for a certificate. The certificate shall contain, at a minimum, the following items:

- The name of the program (TANF Summer Youth Employment Program);
- The name of the youth;
- The dates of participation; and
- The name of the employer.

F. COUNTING OF INCOME FOR PUBLIC ASSISTANCE PROGRAMS

Food Assistance: Pursuant to Rule 5101:4-4-19 of the Ohio Administrative Code, income received from the TANF Summer Youth Employment Program is considered countable earned income for the food assistance program, except for those food assistance participants 17 years old or younger who are enrolled in secondary school.

Also, pursuant to Rule 5101:1-23-20 (D)(1)(c) of the Ohio Administrative Code, earnings received from participation in the TANF Summer Youth Employment Program are countable in determining Ohio Works First eligibility and level of benefits when the participant is a minor parent or does not meet the definition of a minor child. Income received from the program by non-parent minors who meet the definition of a minor child (because the minor is either under 18 years of age, or is age 18 and attending high school full time) is excluded from the determination of Ohio Works First eligibility for the family.

G. UNEMPLOYMENT COMPENSATION

The ODJFS Office of Unemployment Compensation has stated that under Section 4141-5-05 of the Ohio Administrative Code, employers are not required to report the wages paid to youth as part of the TANF Summer Youth Employment Program. Employers should not include the youth or the youth's wages on their quarterly unemployment compensation reports. So long as the youth is not included on the wage reports, the weeks and wages should not count towards any other employment that the youth might have for the purpose of a claim. According to the ODJFS Office of Unemployment Compensation, if employers report the wages paid to youth under this program, the employer will run the risk that those wages may be included in a benefit claim. The result would be a negative impact on that employer's contribution payment and rate. A reimbursing nonprofit employer would be required to reimburse the state for any benefits paid to the youth.

H. ADDITIONAL REQUIREMENTS

Please be aware that all child labor laws and regulations do apply. An overview of child labor requirements can be referenced at <http://www.dol.gov/dol/topic/youthlabor/>.

I. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform the TANF Summer Youth Employment Program (“TANF SYEP”) for youth between the ages of 14 and 18 referred by HCJFS (the “Consumer”) as more particularly described in Exhibit I – Request for Proposal, Exhibit II – Provider’s Proposal, and Exhibit III – Scope of Work, (individually, the “Service”, collectively the “Services”). The parties agree that a billable unit of service is defined in Exhibit III – Scope of Work and Exhibit IV- Budget. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit nn – RFP
2. Exhibit nn – Providers Response to RFP
3. Exhibit nn – Scope of Work
4. Exhibit nn – Budget
5. Exhibit nn – Declaration of Property Tax Delinquency
6. Exhibit nn – Release of Personnel Records and Criminal Record Check

J. ORDER OF PRECEDENCE

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

1. Exhibit nn – Scope of Work
2. Exhibit nn – The Request for Proposal
3. Exhibit nn – Provider’s Proposal

3. PROVIDER REQUIREMENTS

- A. Provider must also maintain a file for each Participant that includes the TANF Eligibility Form, along with support substantiating enrollment in the Program and details of the assigned employer worksite.
- B. Provider agrees that it will not be reimbursed for any service or expenses for which Provider has not maintained the proper records and documentation.
- C. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with reports as requested. HCJFS may exercise this right without a Contract amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
- D. The Provider agrees that the compensation amount in Section 3, BILLING AND PAYMENT is the full reimbursement for services and wage subsidies paid by Provider. No fees or additional costs shall be charged to any Participant for any service provided under this Contract without the express consent of HCJFS. Such consent must be made through an amendment to this Contract.

4. BILLING AND PAYMENT

A. Cost Per Youth Calculation

Provider warrants and represents that the Budget, Exhibit IV, **submitted as a part of its Proposal, Exhibit II**, is based upon current financial information and projections and includes all categories of costs needed to calculate the cost per youth and that all revenue sources available to Provider to serve Consumers have been detailed in the Budget, Exhibit IV, and utilized, where possible, to reduce the cost per youth.

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions

to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) 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; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
 - a. Provider's name, address and telephone number;
 - b. Vendor number;
 - c. Unique invoice number;
 - d. The number of youth served by the Unit Rate for such Service;
 - e. Invoice date and service dates;
 - f. Consumer's name;
 - g. PO # (Contract Services or Program area will provide this #) and Contract #;

- h. Invoice must be original;
- i. Must have total to be paid listed on the invoice; and
- j. Must have both the Vendor's/Provider's and JFS Program Person's, original signature on the invoice.

The following items are not acceptable on invoices:

- a. White out is not allowed anywhere on an invoice;
 - b. Stamped signatures – all signatures must be original; and
 - c. Faxed or copied invoices.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; unless timely issuance of authorizations does not permit Provider the ability to submit the invoice timely. It is the responsibility of the Provider to request special consideration and documentation with its invoice if authorizations were not submitted timely by HCJFS, or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.
- Provider will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices.
3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Consumer Authorization was issued.

C. Miscellaneous Payment Provisions

1. Additional Payment

The compensation paid pursuant to this Contract shall be payment in full for any Service rendered pursuant to this Contract. No fees or costs shall be charged without prior written approval of HCJFS.

2. Duplicate Payment

Provider warrants and represents claims made to HCJFS for payment for Services provided shall be for actual Services rendered to Consumers and do not duplicate claims made by Provider to other sources of public funds for the same service.

3. Remittance Address

In order to ensure timely payment of submitted invoices, Provider agrees to immediately report any changes in its organization's remittance address to HCJFS' contract specialist.

4. Incentive payments to the vendor are not permitted. The vendor should plan and budget for incentive payments to participating youth consistent with an incentive payment plan negotiated with HCJFS and agreed upon in writing.

5. ELIGIBILITY FOR SERVICES

The Provider is responsible for collecting all documentation for Participants and agrees to forward such documentation to HCJFS for the use in determining eligibility for the Program. Provider agrees that no costs attributable to this Program may be incurred prior to a youth's full, formal and documented TANF eligibility determination by HCJFS.

A summer youth employment program funded through this agreement shall only serve persons who are:

- Youth ages 14-17, as long as the youth is a minor child in a needy family and is in school (youth may be 18 if they are a full time student in a secondary school);
- Youth ages 14-17, who are in a foster care setting. Youth may be 18 years of age if they are a full-time student in a secondary school.

The youth served may be non-custodial parents as long as they are considered "needy" and have a minor child. "Needy" is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level.

Minor Child and *Families* are defined in Federal and State regulations. *Minor child* means an individual who: (1) Has not attained 18 years of age; or (2) Has not attained 19 years of age and is a full-time student in a secondary school (or in the equivalent level of vocational or technical training). *Families* are defined by federal regulation and state law as follows: a minor child who reside with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).

Serving Youth in Foster Care: Youth in the temporary or permanent custody of a Public Children Services Agency (PCSA) who are placed in a licensed foster care setting, that are between the ages of 14 to 17 years of age or 18 years of age if they are a full time student in a secondary school may be served under the TANF Summer Youth Employment Program. The U.S. Department of Health and Human Services, Administration for Children and Families (ACF) has provided guidance respective to the Summer Youth Employment Program.

- Youth who are homeless or otherwise without significant support from a parent or caretaker will receive strict scrutiny to ensure an accurate determination of eligibility.
- This service is available exclusively to families with a household income below 200% of the federal poverty level.
- The parent/head-of-household must sign each application for SYEP eligibility for the same reasons they must sign any other PRC application.

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. AVAILABILITY OF FUNDS

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

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

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

8. TERMINATION

A. Termination for Convenience

1. By HCJFS

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

2. By Provider

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

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

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

reimbursement made, as of the date of termination, when determining any amount owed to Provider.

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

9. FORCE MAJEURE

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

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

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

10. 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 **n**. 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.

11. GOOD FAITH EFFORT

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

12. DISPUTE RESOLUTION

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

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

Representative for HCJFS: HCJFS' Unit Supervisor for Contract Services

Representative for Provider: Provider's Project Manager

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

Representative for HCJFS: Director of Contract Services

Representative for Provider: _____

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

13. WARRANTIES AND REPRESENTATIONS

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

currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.

- E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.
- F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

14. QUALITY REVIEW

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

15. MAINTENANCE OF SERVICE

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

16. REPORTS

- A. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases.
- B. The monthly contract program financial report shall be submitted to HCJFS Contract

Services Section no later than forty-five (45) days after the end of the service month. This report is required if Provider serves an average of ten (10) or more HCJFS Consumers each month.

- C. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.
- D. HCJFS reserves the right to withhold payment until such time as all required reports are received.

17. GRIEVANCE PROCESS

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

18. NON-DISCRIMINATION IN EMPLOYMENT

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

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

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

19. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). To the extent Vendor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

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

20. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

21. SOLICITATION OF EMPLOYEES

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

22. RELATIONSHIP

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

23. CONFLICT OF INTEREST

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

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

24. DISCLOSURE

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

25. CONFIDENTIALITY

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

26. PUBLIC RECORDS

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

27. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and consumer used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made

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

- B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

28. AUDIT REQUIREMENTS

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

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

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

29. DEBARMENT AND SUSPENSION

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

30. DEBT CHECK PROVISION

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

31. CORRECTIVE ACTION PLANS

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

32. PROPERTY OF HAMILTON COUNTY

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

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

33. INSURANCE

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-: VII. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits:

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

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

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

insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

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

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202, Fax number (513) 946- 4720; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
 4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
6. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.
7. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
8. Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
9. Provider’s insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider’s insurance and shall not contribute to it.

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

34. INDEMNIFICATION & HOLD HARMLESS

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

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

35. RESERVED

36. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

37. MARKETING

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

38. CHILD SUPPORT ENFORCEMENT

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

39. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

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

40. SCREENING AND SELECTION

A. Criminal Record Check

Provider warrants and represents it will comply with ORC 2151.86 and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation (“BCII”) and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office (or appropriate local Police and Sheriff’s Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Individual’s record checks must be monitored annually thereafter. Annual checks may be completed via an HCJFS approved record search company or directly with appropriate local Police and Sheriff’s Offices. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit nn to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

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

B. Central Registry Report: Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers.

Instructions and guidance on how to obtain this clearance can be found at <https://jfs.ohio.gov/ocf/childprotectiveservices.stm>.

C. All completed and documented checks shall be in the employee file.

1. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
2. Provider shall not assign any individual to work, volunteer with or transport consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.

D. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

E. Rehabilitation

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

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

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

F. Verification of Job or Volunteer Application

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

41. LOBBYING

During the life of this Contract, Provider warrants and represents that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further warrants

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

42. DRUG-FREE WORKPLACE

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

43. FAITH BASED ORGANIZATIONS

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

44. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION

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

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-39-08.

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

46. ENERGY POLICY AND CONSERVATION ACT

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

47. 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.

48. ASSIGNMENT AND SUBCONTRACTING

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

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

49. GOVERNING LAW

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

50. LEGAL ACTION

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

51. INTEGRATION AND MODIFICATION

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

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

52. SEVERABILITY

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

53. AMENDMENT

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

54. 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.

55. 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.

56. CONTRACT CLOSEOUT

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

57. 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.

58. CONTACT INFORMATION

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

Name & Email Address	Telephone	Facsimile	Department	Responsibility
	(513) 946-	(513) 946-2384	Contract Services	contract changes, contract language
	(513) 946-	(513) 946-	Program Management	service point of contact, service authorization, invoice review
	(513) 946-	(513) 946-	Fiscal	billing & payment, invoice processing
Brian Gregg, GREGGB@jfs.hamilton-co.org	(513) 946- 1728		Communications Director	Media inquiries, media and communications questions

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

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

Contract #

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

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of ____, 2020.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

Jeffrey Aluotto, County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

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

Approved as to form:

By: _____ Date: _____

Prosecutor's Office
Hamilton County, Ohio

Prepared By: _____

Checked By: _____

Approved By: _____

ATTACHMENT C

Budget and Instructions

CONTRACT BUDGET INSTRUCTIONS

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

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

- 1) Fax:

Fax: (513) 946-2384

- 2) E-mail:

HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

- 3) Mail:

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

PAGE 1 - SUMMARY PAGE

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

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

Mgmt Indirect Cost

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

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

HCJFS CONTRACT BUDGET

AGENCY: (Enter legal name of your agency)

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: (Enter name of program, e.g. TANF) (Enter Begin Date of Budget) TO (Enter End Date of Budget)
Summer Youth Employment Program

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

1

ESTIMATED TOTAL YOUTH TO BE SERVED:

TOTAL PROGRAM EXPENSES / TOTAL YOUTH
= COST PER YOUTH

\$ _____

****If the proposed service is Cost Reimbursement, do not complete.**

Instructions:

Column 1: Description of expenses by type.

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

Column 3: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.

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

PAGE 2 - SECTION A - STAFF SALARIES

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL EXPENSE
TOTAL SALARIES						

2

Instructions:

- Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as “Other Personnel”.
- Column 2: Indicate the number of staff for the position title identified in Column 1.
- Column 3: Indicate the number of hours each staff will work each week for the proposed service.
- Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as “Other Personnel”, you may enter the sum of the salaries.
- Columns 5: List the salary costs that are directly associated with the position titles for the proposed service.

Column 6: Enter the salary costs that are indirectly associated with the service being proposed.

Column 7: Column 7 is the sum of Columns 5 and 6

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

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

(1)	(2)	(3)	(4)
B. PAYROLL TAXES	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL EXPENSE
FICA _____ %			
WORKER'S COMP. _____ %			
UNEMPLOYMENT _____ %			
BENEFITS			
RETIREMENT _____ %			
HOSPITAL CARE			
OTHER (SPECIFY)			
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS			

3

Instructions:

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

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

Column 3: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.

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

PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

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

(1)	(2)	(3)	(4)
C. PROFESSIONAL FEES & CONTRACTED SERVICES	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL EXPENSE
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES			

3

Instructions:

- Column 1: List all professional fees and contracted services.
- Columns 2: Enter the costs that are directly associated with the service proposed.
- Column 3: Enter the costs that are **indirectly** associated with the service proposed.
- Column 4: Column 4 is the sum of Columns 2 and 3.

PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

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

(1)	(2)	(3)	(4)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES			
OFFICE			
CLEANING			
PROGRAM			
OTHER (SPECIFY)			
TOTAL CONSUMABLE SUPPLIES			

4

Instructions:

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

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

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

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

PAGE 4 - SECTION E – OCCUPANCY COSTS

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

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

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

4

Instructions:

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

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

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

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

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

Other – List separately any other costs associated with occupancy.

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

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

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

PAGE 5 - SECTION F – TRAVEL COSTS

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

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

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

Instructions:

- Column 1: List of travel costs by expense type. List any other travel costs separately under, “Other”.
- Columns 2: Enter the costs that are directly associated with the service proposed.
- Column 3: Enter the costs that are **indirectly** associated with the service proposed.
- Column 4: Column 4 is the sum of Columns 2 and 3.

PAGE 5 - SECTION G – INSURANCE COSTS

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

(1)	(2)	(3)	(4)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES			
G. INSURANCE COSTS			
LIABILITY			
PROPERTY			
ACCIDENT			
OTHER			
TOTAL INSURANCE COSTS			

5

Instructions:

- Column 1: List of insurance costs by expense type. List any other insurance costs separately under, “Other”.
- Columns 2: Enter the costs that are directly associated with the service proposed.
- Column 3: Enter the costs that are **indirectly** associated with the service proposed.
- Column 4: Column 4 is the sum of Columns 2 and 3.

PAGE 6 - SECTION H – EQUIPMENT COSTS

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

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

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

6

Instructions:

Column 1: List of equipment costs by expense type.

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

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

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

PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

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

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

7

Instructions:

Column 1: Enter item to be depreciated.

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

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

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

Column 7: Enter useful life per IRS guidelines.

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

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

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

Column 11: Enter name of service proposed.

PAGE 8 – SECTION I - MISCELLANEOUS COSTS

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

(1)	(2)	(3)	(4)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES			
I. MISCELLANEOUS COSTS			
TOTAL MISCELLANEOUS COSTS			

8

Instructions:

Column 1: List miscellaneous costs separately.

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

Column 3: Enter the costs that are **indirectly** associated with the service proposed.

Column 4: Column 4 is the sum of Columns 2 and 3

PAGE 8 – SECTION J - PROFIT MARGIN

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

(1)	(2)	(3)	(4)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES			
J. PROFIT MARGIN (For profit entities only- indicate the amount)			

8

(1)	(2)	(3)	(4)
	(Enter Name of Proposed Service)	MGMT INDIRECT	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES			
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION			

PAGE 9 – YOUTH WAGES

(1)	(2)	(3)	(4)
A. YOUTH SALARY	Hourly Wage	Hours Worked	Total TANF SYEP Wages
B. YOUTH PAYROLL RELATED	Social Security	Workers Comp	Total Payroll Related
TOTAL WAGES:			

Column 4: Enter amount Column 2 x 3

Instructions: 9B

Column 1: List Program.

Columns 2: Enter the estimated amount of Social Security for youth wages

Column 3: Enter the estimated amount of workers comp for youth wages

Column 4: Enter amount Column 2 x 3

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: _____ TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL # of YOUTH TO BE SERVED

TOTAL PROGRAM COST/TOTAL YOUTH = UNIT COST \$ _____

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EXHIBIT II

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost		MGMT INDIRECT	TOTAL EXPENSE
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
TOTAL SALARIES			0.00	0.00	0.00	0.00

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

Please type narrative here.

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

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

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

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and	Name of Program	MGMT INDIRECT	TOTAL EXPENSE
			0.00
			0.00
			0.00
			0.00
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	0.00	0.00	0.00

Professional Fees & Contracted Services Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	Name of Program	MGMT INDIRECT	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

Consumable Supplies Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	Name of Program	MGMT INDIRECT	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

Occupancy Costs Narrative

Please type narrative here.

EXHIBIT II

EXPENSES BY PROGRAM SERVICES	NAME OF PROGRAM	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.@ _____ PER MILE			0.00
CONFERENCES & MEETINGS, ETC.			0.00
PURCHASED TRANSPORTATION			0.00
TOTAL TRAVEL COSTS	0.00	0.00	0.00

Travel Costs Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	NAME OF PROGRAM	MGMT INDIRECT	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

Insurance Costs Narrative

Please type narrative here.

EXHIBIT II

EXPENSES BY PROGRAM SERVICES	NAMEL OF PROGRAM	MGMT INDIRECT	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
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)			0.00
			0.00
			0.00
			0.00
TOTAL EQUIPMENT & REPAIR	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
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00

Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipme
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	

EXHIBIT II

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

ATTACHMENT D

Declaration of Property Tax Delinquency

Declaration of Property Tax Delinquency

(ORC 5719.042)

I, _____, hereby affirm that the Proposing Organization herein, _____, is ____ / is not ____ (**check one**) at the time of submitting this proposal charged with delinquent property taxes on the general tax list of personal property within the County of Hamilton. If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$_____.

Print Name _____ Date _____

Signature _____

State of Ohio - County of 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 E

Release of Personnel Records & Criminal Records Checks



Main Office: 222 East Central Parkway • Cincinnati, Ohio 45202-1225
Neighborhood Center: 237 Wm. Howard Taft • Cincinnati, Ohio 45219

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 F

RFP Registration Form

REGISTRATION FORM**RFP: SC10-19R, SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)****December, 2019****All inquiries regarding this RFP are to be in writing and are to be mailed, e-mailed or faxed to:**

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

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

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the RFP Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **January 17, 2020 no later than noon.**

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

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

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