



Opportunities for Ohioans with Disabilities



Ohio | Opportunities for Ohioans with Disabilities

OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT consists of the attached Standard Terms and Conditions, the Exhibit (A) Scope of Services and Additional Terms, and all other attachments, which, in consideration of the mutual promises, covenants, and agreements set forth herein, is made and entered into by and between the Opportunities for Ohioans with Disabilities Agency, (hereinafter "OOD") and Contract Partner (hereinafter "Contractor"). The Contractor warrants that it possesses the necessary qualifications, expertise, and experience to perform the services described and set forth in the attached Exhibit Ohio Revised Code Section 3304.15. OOD may enter into agreements with Contractors to effectuate the purpose of the Ohio Revised Code as amended in 1999, the purpose of which is to assist states in providing vocational rehabilitation services for individuals with disabilities.

CONTRACT NUMBER
[]

CODE OF FEDERAL REGULATIONS



CFR

34 Education
Parts 300 to 399

VR Contract Management Handbook

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INTRODUCTION

This resource has been developed to assist partners with the management of their contracts with Opportunities for Ohioans with Disabilities (OOD). Partners are expected to comply with the terms of their contract as well as the guidelines described in this Contract Management Handbook.

Included in this Handbook are important guidelines and tips regarding key sections of the contracts; the budget documents that accompany the contracts, and how and when they can be revised; the kind of supporting documentation required under federal law to justify expenditures; invoicing procedures; record keeping requirements; and fiscal monitoring and auditing activities.

Throughout the Handbook are various tips designed to assist partners in their understanding of certain aspects of contract management and how to adhere to or apply relevant laws and guidelines.

TIP: Partners can find helpful information highlighted in "tip bubbles", like this one.

The Appendix offers samples of the documents, forms and reports discussed throughout the Handbook.

CHAPTER 1: CONTRACTS AND AGREEMENTS – KEY SECTIONS

This chapter highlights important sections of OOD’s standard Contract and Agreement document and the Inter-Agency Cash Transfer Agreement (ICTA). This discussion will begin by describing the Contract and Agreement template used by the OOD Vocational Rehabilitation (VR) program including Exhibit [A], will conclude with an examination of the ICTA.

OOD engages partners via contractual arrangements in the VR, Independent Living (IL), Independent Living/Older Blind (ILOB), Community Centers for the Deaf (CCD), and Personal Care Assistance (PCA) programs. Each of these programs focuses on a different segment of the population of individuals with disabilities in Ohio, but they are all governed by a common set of terms and conditions that apply regardless of the purpose for which the contract was created.

For all programs, the introductory paragraph on the first page of the Contract and Agreement will always identify the partner entity being engaged, referred to as the “Contractor” throughout the document. The first page also identifies the length of time during which the engagement will be in effect – known as the Contract Period – and the maximum amount of compensation the partner will receive for services provided.

CONTRACT PERIOD: The first sentence of the third paragraph on the cover page (Page 1) of the agreement defines the beginning and ending dates of the agreement. The time from the beginning to the end of the agreement is called the “contract period”. Partners should pay attention to the dates entered in this sentence as they describe when the partner is able to begin to charge the contract for relevant costs incurred. Partners are not to charge OOD for any costs incurred prior to the beginning of the contract period or after the end of the contract period.

TIP: Understanding the range of the agreement period is critical in terms of the allowability of expenditures under the agreement. OOD is under no obligation to compensate its partners for work performed or expenses incurred outside of the agreement period. Service dates or dates of purchase for goods listed on invoices sent to OOD must be within the agreement period or the expenditure will not be allowed and will not be reimbursed.

COMPENSATION FOR SERVICES: The cover page (Page 1) of the agreement includes COMPENSATION FOR SERVICES information.

Item I of this section describes the maximum amount that OOD will pay to the partner in exchange for services under the agreement:

“I. OOD shall pay Contractor for services rendered not to exceed a total amount of \$_____.”

Item II of this section indicates that the costs to be charged to the contract are defined on a budget document that is attached to the agreement. Contractors will have the opportunity to request revisions to this budget but all changes must be approved by OOD. Most changes to the budget will not create the need to amend the agreement itself. However, in the event that a budget revision alters the total compensation amount due to the partner, an amendment will be required.

The budget document is described in greater detail in Chapter 2 of this Handbook.

Item III of this section describes three important aspects of the agreement related to expenditures. First, this item indicates that partners are expected to submit invoices in monthly increments but within 30 days following the completion of services for that billing period. Secondly, contained in Item III is another reference to the budget document that will describe the goods and services on which the partner is allowed to spend contract funds:

“...compensation shall only be paid for actual services and/or expenses incurred, as authorized and described in the attached Exhibit [A] and/or attached cost schedule or budget...”

The third aspect of this section informs the partner that they are to keep records of their expenditures under the agreement and must present those records to OOD when asked to do so:

“Receipts may be required for reimbursement; however, original receipts shall be retained by the Contractor for audit purposes and provided to OOD upon request.”

Item IV of this section describes OOD’s role in providing payment to partners when invoices are submitted. This item includes a citation of Rule 3304-1-13 of the Ohio Administrative Code, which states that partners must submit invoices to OOD within ninety (90) days of OOD’s acceptance of the good or service, or OOD shall not pay the invoice.

Finally, **Item V** of this section stipulates that the funding for the agreement is dependent upon OOD having received sufficient allocations from the State of Ohio and from the Federal government. Should funding for the agreement become insufficient at any time, the agreement will be terminated as of the date on which that circumstance occurs.

While it is not specifically mentioned in this section, there is an important element of federal law that is directly impacted by the compensation received by the partner. **The funding awarded to the partner consists of federal dollars.** The U.S. Office of Management and Budget Circular 2 CFR Part 200, Subpart F – Audit Requirements requires OOD, as the recipient of federal funds, to ensure that sub-recipients or sub-contractors complete an audit on an annual basis for each agency fiscal year if the sub-recipient or sub-contractor expends \$750,000 or more in federal funds in that year. If this is applicable to the partner, then the partner is required to adhere to the mandate. Partners are also required to provide a copy of the Single Audit Report to OOD for review. If any audit findings are seen to impact OOD, OOD will request a corrective action plan from the partner to address those findings.

STANDARD TERMS AND CONDITIONS: Pages 2 through 8 contain information collectively referred to as Standard Terms and Conditions. These statements are the same for all agreements and are not specific to the particular partner or project involved. They discuss topics such as Confidentiality, Termination of Services, Conflicts of Interest and Ethics, Liability, Nondiscrimination, and other topics that do not typically include deliverables or are not typically impacted by activities under the contract.

There is, however, one section of the Standard Terms and Conditions that warrants specific attention. **Section 19. RELATED AGREEMENTS** addresses the possibility that OOD’s primary partners will subcontract service delivery work to other providers. This is an allowable arrangement, but by engaging

a subcontractor to provide services under the agreement, the primary partner assumes responsibility for ensuring that the subcontractor expends funds on items that are allowable, necessary and reasonable for the purposes of the agreement. This section also requires primary partners to provide OOD with a list of all subcontractors engaged under the agreement.

TIP: Unless otherwise stated in the contract, OOD's agreement is with the primary partner; there is no direct agreement between OOD and any subcontractors involved. Therefore, it is the primary partner's responsibility to ensure that subcontractors adhere to all applicable federal, state and local laws and to the requirements defined in the contract.

Partners should read the contract in its entirety so that they become familiar with the Standard Terms and Conditions and any obligations described therein. A signed agreement indicates the partner's ability and/or willingness to comply with all terms and conditions contained in that agreement.

SIGNATURE PAGE: Page 9 of the contract contains lines describing the name, title, business name, mailing address, and OAKS Vendor Identification Number of the partner engaged in the contract, and lines where signatures should be written. Typically, the party who signs on behalf of the contractor is the highest-ranking individual in the contractor's organization, such as the Executive Director or Superintendent. For OOD, the contract is always signed by the Executive Director or his/her designee.

EXHIBIT [A] – SCOPE OF SERVICES AND ADDITIONAL TERMS: Following the signature page, Exhibit [A] proceeds to define in detail the service(s) OOD seeks to purchase under the contract, the manner in which they are to be provided, and documentation requirements related thereto. Though the major Sections of Exhibit [A] are consistent across all OOD programs, the details within each Section vary from program to program. The following pages include discussion of each section as they pertain to the VR program.

Section 1. Statement of Needs describes the overarching purpose of the agreement, placing it in the context of OOD's mission to serve individuals with disabilities. Section 1. consists of three subsections (A to C) that inform the partner of OOD's role in administrative oversight of activities conducted under the agreement, including the non-delegable functions that OOD is required to perform (as opposed to asking the partner to do so). This section also reinforces the impact of Order of Selection requirements in determining which consumers will be served first.

Section 2. Statement of Services consists of five subsections (A to E) that define the parameters of the service OOD wishes to purchase. *Subsection A.* describes the target population to be served under the agreement, the target geographic area in which services will be provided, and the specific services to be offered to potential consumers.

Subsection B discusses procedures related to case management functions, including OOD's right to observe contractor and consumer interactions and counseling sessions.

Subsection C provides a guide for determining appropriate staffing levels for a given set of service deliverables. These staffing levels reflect the combination of staff positions that OOD has historically found to be the most successful in creating desired consumer outcomes.

Subsection D describes the case management goals and deliverables specific to that particular partner, and partners will be expected to achieve the outcomes described in this part of Exhibit [A]. This subsection also requires partners to use the AWARE case management system to document all activities related to consumer cases under the agreement.

Finally, *Subsection E*, describes any sub-contractor relationships that will be involved in the execution of the agreement.

Section 3. Additional Fiscal and/or Budget Requirements describes the fiscal components of the agreement in more specific terms than are found under the Compensation for Services section.

Subsection A states the contractor shall cooperate with all billing and budget requirements outlined in the Agreement as well as additional fiscal requirements and documentation that is mutually agreed to by the parties and specifically authorized by OOD.

Subsection B states the contractor is required to repay funds expended under the Agreement in the event that OOD determines such costs to be unallowable.

Subsection C conveys the requirement that the partner must submit the final fiscal report (e.g., invoice) to OOD no later than 90 days following the end of the contract period. For contracts ending on September 30, the final report/invoice must be submitted by December 31.

Subsection D indicates that partners are to submit invoices to OOD on a monthly basis.

Subsection E states OOD reserves the right to adjust budgeted amounts and funding categories in the event contract deliverables are not being met.

Subsection F describes budget requirements that affect the use of funds under the agreement. This subsection informs partners that expenditures under the agreement will be allowed insofar as they comply with the cost principles described in the relevant section of the Code of Federal Regulations (CFR). Also, the agreement stipulates the following requirements:

1. Contractor shall notify OOD in all circumstances where its staff utilizes more than two consecutive weeks (80 hours) of leave.
2. Contractor shall not invoice, nor shall OOD reimburse Contractor, for any supplemental wage payments, including but not limited to merit pay, severances, accrued leave payout, gifts, bonuses.
3. Lodging and per diem costs shall only be reimbursed if incurred during travel for OOD-mandated or sponsored training events and must be within amounts allowed pursuant to the Office of Budget and Management (OBM) State of Ohio Travel Rule.
4. Out-of-State Travel is prohibited unless specifically requested by OOD.
5. Staff Development is restricted only for OOD-mandated training or events sponsored by OOD.
6. Contractor shall not invoice, nor shall OOD reimburse Contractor, for any accreditation and/or licensure costs (e.g., CARF accreditation).

Section 4. Education/Training, Licensure/Certification and Experience presents the minimum education requirements for partner staff members who are to be assigned to work under the agreement. This section also describes the requirement regarding professional accreditation or certification that must be maintained in order to deliver services to OOD consumers. Additionally, this section indicates that partner staff members are required to participate in all OOD mandatory training.

Section 5. Monitoring, Evaluation and Reporting describes OOD's expectation that the partner will cooperate with and participate in programmatic and fiscal monitoring activities initiated by OOD. OOD will conduct quality assurance evaluations and periodic programmatic and fiscal reviews to assess the partner's progress and achievements under the agreement. Among other participation requirements, the partner is expected to coordinate and prepare information for fiscal and programmatic reviews upon request from OOD. Fiscal reviews will be based on the cost principles described in the relevant section of the Code of Federal Regulations.

TIP: The testing standards used by OOD's fiscal monitoring and auditing staff are detailed in federal law and vary depending on the partner's type of organization. A good place to start is the Code of Federal Regulations describing cost principles for various types of organizations.

For FFY 2015 Contracts:

- State and Local Governments – use 2 CFR Part 225
- Educational Institutions – use 2 CFR Part 220
- Non-profit Organizations use 2 CFR Part 230
- For-Profit Organizations use 48 CFR Part 31

For FFY 2016 Contracts

- Uniform Administrative Requirements for All Organization Types - 2 CFR Part 200

Section 6. Additional Terms includes other requirements that are not described in previous sections of the agreement or elsewhere in Exhibit [A]. *Subsection A* provides the opportunity for partners to cure any breach of contract that may cause OOD to initiate termination procedures. The partner will have fifteen (15) days following written notice of the opportunity to cure.

Subsection B requires partners to follow OOD's Visual Identity Guidelines and approved OOD logo on all official project-related correspondence, including brochures, business cards, media releases, and newspaper articles.

INTERAGENCY CASH TRANSFER AGREEMENT – KEY SECTIONS

This following discussion highlights important sections of OOD’s standard Interagency Cash Transfer Agreement (ICTA) document.

Part I Introduction includes an introductory paragraph that identifies the agency being engaged by OOD and to place the agreement in the context of Vocational Rehabilitation programs and goals.

Part II Purpose describes the underlying purpose of the agreement, specifically to facilitate the transfer of cash from the partner agency to OOD for the purpose of matching federal VR dollars used to support the statewide VR program.

Part III Mutual Understanding of the Parties describes the understanding that OOD will use the cash provided by the partner agency to draw down federal funds and that OOD will focus, where appropriate, on using those funds to provide VR services in the local areas served by the partner agency.

Part IV General Agreement Provisions mostly consists of “boiler plate” information called General Agreement Provisions. These provisions are the same for all agreements and are not specific to the particular partner or project involved. They discuss topics such as Fiscal Responsibilities; Certification of Funds; Confidentiality; Termination; Renewal; Breach and Default; Compliance with Federal and State Laws, Rules and Regulations; and other topics that do not typically include deliverables or are not typically impacted by activities under the contract. There are some sections, however, that do change depending on the partner or project supported by the ICTA.

Section A. Term defines the beginning and ending dates of the agreement. Parties may agree to renewals with written modifications, additions, or deletions based upon mutual agreement.

Section B. Fiscal Responsibilities includes six (6) statements describing the amount and nature of the funds being transferred.

#1 states the agency shall forward cash funds via check or Intra-State Transfer Voucher (ISTV) semi-annually or as otherwise agreed between the parties.

#2 states the agency shall cooperate regarding adjustments of amounts outlined in the agreement.

#3 acknowledges and certifies that funds provided to OOD as state match are non-Federal dollars.

#4 states the agency understands that funds provided to OOD as match are non-refundable.

#5 states the agency agrees to maintain receipts and records of costs and expenditures for audit purposes for a period of five (5) years and will comply with the fiscal guidelines of the OBM as it relates to state agencies, as well as any applicable Federal fiscal and audit guidelines.

#6 indicates that all financial obligations under the agreement are subject to the appropriation of funds by the Ohio General Assembly and/or the U.S. Congress.

Section F. Termination states either party has the right to terminate the agreement, with or without cause, by giving notice of the party's intention to terminate thirty (30) calendar days prior to the intended date of termination.

Section P. Debarment states the parties represent and warrant that they are not debarred from consideration from contract awards by the Director of the Department of Administrative Services.

Section S. Interagency Disputes states the parties agree that the Executive Director of OOD and the agency shall resolve any disputes between the parties concerning responsibilities under, or performance of, any of the terms of the Agreement.

This chapter discussed certain key sections of the VR Contract and Agreement and the Interagency Cash Transfer Agreement, but partners are strongly encouraged to read and understand all sections, or to seek clarification from OOD if the meaning is unclear.

A copy of the VR Contract and Agreement template has been placed in the Appendix as Attachment A.

A copy of the Interagency Cash Transfer Agreement template has been placed in the appendix as Attachment B.

CHAPTER 2: BUDGET

While the contract is the primary document that defines the relationship between OOD and its partners, the second-most important document with regard to contract management is the budget. The budget identifies how the award amount for the contract is calculated and how those dollars are to be spent. The budget also assists in the ongoing management of contract expenditures, helping contract managers to control spending in each budget category. Finally, the budget serves as a guide during monitoring and auditing activities, helping monitors and auditors identify the types of testing needed to validate expenditures.

Budget proposals are submitted by partners during contract negotiations and should be prepared using the Budget Proposal Template. Budget proposals will be reviewed by OOD Fiscal Management and Program staff and any issues will be resolved before the budget is approved and the contract is signed.

TIP: Budgets may be revised periodically as needs change throughout the contract period. Partners may move funds among the Travel, Equipment, Staff Development & Resources, and Occupancy line items as necessary. Any budget changes that impact the Staffing, Indirect Cost, or Case Services line items must be reviewed and approved by OOD. Also, any budget revision that impacts the total value of the budget must be reviewed and approved by OOD.

BUDGET PROPOSAL TEMPLATE: OOD has prepared a template to help partners develop their budget proposals. The template is a MS Excel workbook that includes an instruction worksheet, seven worksheets on which partners can list details of planned expenditures, and a summary worksheet offering budget totals and a breakdown of Operating and Case Service costs.

Each worksheet is color coded to assist the partner in identifying which fields need to be completed and which are automatically filled in. The fields highlighted in **yellow** should be filled in by the partner. The fields highlighted in **pink** and **green** are automatically filled in by the worksheet based on entries in the yellow fields.

A discussion of each worksheet follows.

Budget Proposal Instructions

Instructions have been provided with the Budget Proposal Template to help partners complete the worksheets in an appropriate manner. A more detailed discussion of each worksheet is offered on the following pages.

Opportunities for Ohioans with Disabilities VR CONTRACTS Budget Tool Instructions and Requirements	
<p>Note: If you need to insert additional rows in any of the sheets, please contact your OOD RPS.</p>	
Budget Proposal	<ul style="list-style-type: none"> * This tab summarizes the budget proposal for the entire contract. * If you type in your "Contractor Name", it should carry over to all other worksheets. If it does not match, press "F9" which should correct any error.
W1. Staffing	<ul style="list-style-type: none"> * List all individuals and their position/titles. Indicate "C" if employed by the contractor. Otherwise, provide the initials of the subcontractor (not employee). * Staffing Ratios = one (1) FTE Coordinator, 6:1 Supervisor and 4:1 Support * "<u>Existing</u>" positions are those that are currently being charged to the contract, "<u>New</u>" Individuals are those that will be added in the proposed contract and are to be listed by position/title (i.e. job classification) and if filled, by name. If not yet filled, you may enter "TBD" as the name. <li style="background-color: #ffff00;">* Enter the dates of employment for each individual and the number of hours worked on average each week. The total hours worked each week cannot exceed 40. The spreadsheet will automatically calculate the FTE. * Enter base salary, fringe, and the percentage of time spent on the contract. Please note: Detailed documentation must be attached for fringe percentages which exceed 40% (i.e. what makes up the costs) * If the Contractor is NOT receiving any fee, the "Contract Administrator" position is still to be listed with a \$0 Salary cost but with an appropriate FTE, based on the amount of time the individual would spend overseeing, reviewing, etc. the * Other "standard" position/titles are listed on the "W1. Staffing" tab as follows: Project Supervisor is a position title that supervises Coordinators and possibly other staff and reviews cases. Coordinator is a position title of individuals who handle a case load. Support Staff (clerical only) is a position title of individuals who provide clerical assistance on the case documentation.
W2. Travel	<ul style="list-style-type: none"> <li style="background-color: #ffff00;">* Staff names and titles will automatically be populated. If there are no costs associated with an individual, please leave blank. * Overnight travel is to be listed for EACH trip that there is to be reimbursement to the staff person. However, multiple trips to one location for the same reason (e.g. Computer training in Columbus, Ohio) can be listed as a combined cost. * Per OAC 126-1-02, meals/incidentals reimbursement is allowed as follows for the 1st and last day of travel: 25% of the total allowable reimbursement for travel status of less than 6 hrs; 50% for travel status of 6 hrs but less than 12 hrs; and 75% for travel status of 12 hours but less than 18 hrs.

W3. Equipment	<ul style="list-style-type: none"> * Enter name of the contractor or subcontractor, not any individual's name. The costs on this page are associated with the organization, not the individual. * Enter the FFY that the equipment was purchased and the number of year(s) depreciated over the budget period. Equipment costs shall be prorated by OOD to reflect the value of item over time. The allowable reimbursement for a contract is based on the "Estimated Useful Life" (EUL). * Note: The "Estimated Useful Life" for a NEW item of equipment will be set in accordance with the Ohio Department of Administrative Services useful life table found at http://das.ohio.gov/LinkClick.aspx?fileticket=02iltwJC78%3d&tabid=312 <p style="text-align: center;">The "Estimated Useful Life" for an item of equipment that was purchased as part of a prior contract will be maintained at the number of years originally budgeted.</p>
W4. Staff Development	<ul style="list-style-type: none"> * Staff names and titles will automatically be populated. If there are no costs associated with an individual, please leave blank.
W5. Occupancy	<ul style="list-style-type: none"> * This section does not automatically populate individual names. Enter staff names under the appropriate contractor/subcontractor sections. The spreadsheet will automatically populate that person's title and FTE allocated to the contract from W1. Staffing. * Each contractor and subcontractor will need to complete one section for each year; otherwise the spreadsheet will double the square footage allocated to each individual and will not calculate properly. This is noted as 1st year and 2nd year at the top of each section. * Enter the total square footage of the named individual's workspace. The sum of all staff square footage cannot exceed the total square footage of the facility. The spreadsheet will calculate the proportion to charge the contract.

Budget Summary Worksheet

The Budget Summary Worksheet offers an overview of the major components of the budget proposal. A picture of the worksheet is offered below. A description of each lettered item (A to O) is provided on the following page.

Opportunities for Ohioans with Disabilities VR CONTRACTS 2-Year Contract Budget Proposal		
Contractor Name: <small>(as to be listed in the Contract)</small>	A	
Project Name: <small>(as to be listed in the Contract)</small>	B	
Budget Period:	10-01-14 through 9-30-16	C ←
Date Budget Submitted:	D	
OOD Program Approval:		
OOD Fiscal Approval:		
I. OPERATING COSTS		
A. Direct Costs		
1. Staffing (salary and fringe)	Total from Worksheet 1	\$0.00
2. Travel	Total from Worksheet 2	\$0.00
3. Equipment	Total from Worksheet 3	\$0.00
4. Staff Development & Resources	Total from Worksheet 4	\$0.00
5. Occupancy	Total from Worksheet 5	\$0.00
Subtotal Direct Costs		\$0.00
Percentage of Budget Total		#DIV/0!
B. Indirect Costs		
Subtotal Indirect Costs		\$0.00
Total Operating Budget (Direct + Indirect)		\$0.00
Percentage of Budget Total		#DIV/0!
II. CASE SERVICES		
Total Case Services		\$0.00
Percentage of Budget Total		#DIV/0!
BUDGET TOTAL (Operating + Case Services)		\$0.00
III. CALCULATION OF AWARD		
A. Proposed Contract Amount		\$0.00
B. Previous Year TLF (Time Limited Funds) (A)		\$0.00
C. Net New Funds	K →	\$0.00
D. Contractor Match Contribution (B)		\$0.00
E. Vocational Rehabilitation Programming (20%)	M →	\$0.00
F. Federal Match Dollars Received		\$0.00
G. Total Award Amount	O →	\$0.00

(A) For the initial Budget Proposal, this amount will be based on a "projected" TLF amount, not to exceed 25% of the previous year's contract.

(B) The Match Contribution will be collected in four (4) installments throughout the 2-year agreement. For the first installment, a minimum payment of 25% of this amount is due no later than November 1, 2014. The remaining installments will be calculated based on the actual time limited funds (TLF) for each year and may include any additional budget revisions.

NOTES:

Fields require completion	Highlighted fields are formulated and protected.
Verify that the correct total is carried over from each of the appropriate tabs (e.g. W2. Travel, W3. Equipment).	

VR CONTRACTS 2-Yr Budget Template FFY 2015&2016_Vers.5.xlsx

A	Contractor Name – This field is where the primary partner (contractor) lists their business name. This should match the name used on the contract.
B	Project Name – This field is where partners should enter the name of the project, if applicable. This name should match the project name used on the contract.
C	Budget Period – This field indicates the beginning and ending dates of the budget. This should match the date range in the contract.
D	Date Budget Submitted – This field indicates the date on which the budget was submitted to OOD for approval.
E	Direct Costs – These fields reflect the totals of the entries made on the Staffing, Travel, Equipment, Staff Development & Resources, and Occupancy Worksheets. These fields are automatically filled in when the other worksheets are completed.
F	Indirect Costs – This field shows the total indirect cost amount budgeted for the contract. This field is automatically filled in when the Indirect Cost Worksheet is completed.
G	Total Operating Budget – This field is calculated to show the total of Direct and Indirect Operating costs. It is filled in automatically by the worksheet.
H	Total Case Services – This field indicates the dollar amount the partner wishes to allot to direct case services. The amount in this field will be loaded into AWARE to permit case service authorizations under the contract. This amount should include the planned case service expenditures of the primary contractor as well as any subcontractors involved.
I	Budget Total and Proposed Contract Amount – These fields show the total dollar amount to be awarded to the partner, including Direct and Indirect Operating Costs plus Case Services. The amount shown in these fields is calculated automatically and should match the total written in the contract under Article VII: Compensation.
J	<p>Previous Year TLF (Time Limited Funds) – This field shows any dollar amount remaining on the partner’s contract from the prior fiscal year that they wish to incorporate into the new contract. This field is initially completed using an estimate of carry over dollars. Once the prior fiscal year’s billings have been completed, the carry over amount is recalculated and the budget template is updated accordingly.</p> <div style="border: 1px solid black; border-radius: 15px; padding: 10px; background-color: #f0f0f0; margin: 10px 0;"> <p>TIP: Any change to the carry-over/time-limited funds amount will change the amount of matching funds needed from the partner. An increase in carry-over will decrease the amount of matching funds needed. A decrease in carry-over will increase the amount of matching funds needed.</p> </div>
K	Net New Funds – This field is calculated automatically and reflects the difference between the Proposed Contract Amount and the Previous Year Carry Over. This field is calculated by subtracting the Previous Year Carry Over amount from the Proposed Contract Amount.
L	Contractor Match Contribution – This field shows the dollar amount needed from the partner to match the federal funds that will be drawn to support the contract. This field is calculated automatically by the worksheet, which divides the Net New Funds amount by 80% to get the total new funds needed to support the contract, then multiplies the total by 21.3%.
M	Vocational Rehabilitation Programming (20%) – This field shows the amount retained by OOD to support the statewide VR program. This field is calculated automatically by the worksheet, which divides the Contractor Contribution (Match) amount by 21.3%, then multiplies the quotient by 20%.

N	Federal Match Dollars Received – This field is automatically calculated and shows the federal dollars drawn by the matching funds provided by the partner. This amount is calculated by dividing the Contractor Match Contribution by 21.3%, then multiplying by 78.7%.
O	Total Award Amount – This field is automatically calculated and shows the total amount of funding to be applied in support of the contract (i.e., the total amount awarded to the partner plus OOD’s 20% of new funds). It is calculated by dividing the Net New Funds amount by 80%.

Staffing Worksheet

The Staffing Worksheet provides the opportunity for partners to identify staff who will be compensated for work under the contract. A picture of the worksheet and description of each lettered item (A to P) is offered below.

Budget Proposal Worksheet #1: Staffing															
Contractor Name: 0															
Individual's Name	Position/Title	Indicate "C" for Contractor <u>OR</u> indicate the sub's initials for subcontractor	Existing (E) or New (N)	FFY	Start Date	End Date	Hours per Week (Not to Exceed 40)	FTE	Base Salary	Fringe		Total Payroll	% of Time FTE to Spend on Award	FTE Charged to Award	Cost to Award
										Amount	%				
								0.00			0%	\$0.00		0.00	\$0.00
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
								0.00			0%	\$0.00		0.00	\$0.00
TOTAL															\$0.00

A	Individual's Name – This field is where partners should enter the names of the staff assigned to a given position. If the position is not currently filled (i.e., someone is to be hired for the position) enter “Vacant” in this field.
B	Position/Title – This field is where the position title of staff is listed. The title should reflect in some way the role staff will fulfill under the contract.
C	Indicate “C” for Contractor <u>OR</u> if Subcontractor, indicate the Sub’s initials – This field is where partners should indicate whether the position belongs to the primary partner (contractor) or the subcontractor. If the position is part of the contractor’s staff, enter the letter “C” in this field. If the position is part of the subcontractor’s staff, the initials of the subcontractor’s business name should be entered in this field.
D	Existing (E) or New (N) – This field identifies whether the staff listed are existing members of the partner’s organization or whether they are newly hired for the purpose of the contract. If newly hired or if the position is newly created, enter “N” in this field. If the position existed prior to the start of the contract, enter “E” in this field.
E	FFY – This field indicates the federal fiscal year (FFY) to which the staffing costs for each position apply.
F	Start Date – This field is where partners should enter the start date for each position as it pertains to work to be performed under the contract. Each budget could potentially be prepared for up to two years, and it is possible that certain staff members only work for a portion of the time period. The State Date field helps to define that more precisely.
G	End Date – This field is where partners should enter the end date for each position as it pertains to work to be performed under the contract. Each budget could potentially be prepared for up to two years, and it is possible that certain staff members only work for a portion of the time period. The End Date field helps to define that more precisely.
H	Hours per Week – This field is where partners should enter the number of hours for which each staff member is customarily scheduled. For example, a typical full-time schedule consists of 40 hours per week.

I	<p>FTE – This field indicates whether the person is a full-time equivalent (FTE) at the partner’s organization or not. If the person is an FTE, then “1.0” should be entered into this field. If the person works less than a full-time schedule, this field should reflect an amount less than “1.0” depending on the number of hours worked in a year. Note: Coordinator positions must be budgeted in full 1.0 FTE increments; no partial FTEs will be accepted for this position.</p> <div style="border: 1px solid black; border-radius: 15px; background-color: #f0f0f0; padding: 10px; margin: 10px 0;"> <p>TIP: OOD considers 1 FTE to be equal to 2,080 hours of work over 12 months. Partial FTEs are determined by dividing the number of hours used to conduct contract activities by 2,080 hours.</p> <p>Example: 520 hours of activity / 2,080 hours = 0.25 FTE on the contract</p> </div>
J	<p>Base Salary – This field shows the annual base salary for the staff person, not including fringe benefits.</p>
K	<p>Fringe Amount – This field shows the annual fringe cost for the staff person.</p>
L	<p>Fringe % – This field shows the fringe cost as a percentage of base salary and is automatically calculated by the worksheet.</p>
M	<p>Total Payroll – This field is automatically calculated and shows the total annual payroll costs for the staff person. It is calculated by adding the Base Salary amount plus the Fringe Amount.</p>
N	<p>% of Time FTE to Spend on Award – This field shows the amount of the person’s work time that is allotted to the contract. If the person is fully dedicated to the contract, then “100%” should be entered into this field. Otherwise, this field should show the percent of total work time that the staff person is working on the contract. For example, if the person is equally split between work on the contract and work for some other purpose, then the entry in this field would be “50%”.</p>
O	<p>FTE Charged to Award – This field is automatically calculated by the worksheet and reflects the FTE total to be charged to the contract. It is calculated by multiplying the value in the FTE field by the % Time FTE to Spend on Award. For example, if the FTE is 1.00 and the % Time FTE to Spend on Award is 75%, the FTE Charged to Award will be 0.75.</p>
P	<p>Cost to Award – This field is automatically calculated and shows the total cost to the contract for the staff person. It is calculated by multiplying the Total Payroll amount by the FTE Charged to Award. For example, if the person’s Total Payroll is \$50,000 and the FTE Charged to Award is 0.75, the Cost to Award will be \$37,500. The total amount shown in the green field in this column will be automatically copied onto the Budget Summary Worksheet.</p>

Travel Worksheet

The Travel Worksheet provides the opportunity for partners to include travel-related costs in the proposed budget. There are two parts to the Travel Worksheet: Mileage Reimbursement; and Meals and Lodging. A picture of the worksheet and description of each lettered item (A to S) can be found below.

Budget Proposal Worksheet #2: Travel									
Contractor: _____									
Mileage Reimbursement									
Individual's Name	Position/Title	Indicate "C" for Contractor <u>OR</u> indicate the Sub's initials for Subcontractor	FFY	Notes	Estimated Miles To Be Driven	Mileage Reimb. Rate NOT TO EXCEED \$0.52	Total		
A	B	C	D	E	F	G	H		
Subtotal Mileage Reimbursement									
Meals and Lodging									
Individual's Name	Position/Title	Indicate "C" for Contractor <u>OR</u> indicate the Sub's initials for Subcontractor	FFY	Locations for Overnight Stays	Overnight Stays		Meals/Incidentals		Total
					Estimated # of Nights	Estimated Cost per Night	Estimated # of Days	Estimated Cost per Days	
I	J	K	L	M	N	O	P	Q	R
Subtotal Meals and Lodging									
TOTAL TRAVEL COSTS (Contractor and Subcontractor)									S →

A	Individual's Name - This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Travel worksheet.
B	Position/Title – This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Travel worksheet.
C	Indicate "C" for Contractor <u>OR</u> if Subcontractor, indicate the Sub's initials – This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Travel worksheet.
D	FFY – This field is where partners should enter the federal fiscal year (FFY) during which travel will take place.
E	Notes – This field is where partners can enter any notes that may be relevant to or provide clarity regarding the mileage budget request.
F	Estimated Miles to be Driven – This field is where partners can enter the estimated number of miles to be driven by project staff to conduct work under the contract.
G	Mileage Reimb. Rate – This field shows the amount to be reimbursed per mile travelled. This field should show the lesser of the partner's internal reimbursement rate or the State of Ohio rate, which is currently \$0.52 per mile. (This rate is based on the Ohio Office of Budget and Management Travel Rule – OAC 126-1-02. Partners will be notified if this rule changes in the future.)
H	Total – This field is automatically calculated and reflects the total mileage reimbursement amount for each staff person. It is calculated by multiplying the Estimated Miles to be Driven by the Mileage Reimb. Rate.

I	Individual's Name - This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Travel worksheet.
J	Position/Title – This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Travel worksheet.
K	Indicate “C” for Contractor <u>OR</u> if Subcontractor, indicate the Sub’s initials – This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Travel worksheet.
L	FFY – This field is where partners should enter the federal fiscal year (FFY) during which travel will take place.
M	Locations for Overnight Stays – This field shows the locations of any planned overnight stays.
N	Estimated # of Nights – This field is where partners can indicate the number of overnight stays required to deliver services under the contract, if any.
O	Estimated Cost Per Night – This field shows the estimated lodging cost of each overnight stay. Lodging cost reimbursement rates can be found on the U.S. General Services Administration website at www.gsa.com .
P	Estimated # of Days – This field is where partners should enter the number of days for which the Meals/Incidentals Per Diem will be requested (the per diem amount can only be claimed when the traveler is in overnight travel status, except for parking costs. Parking costs are reimbursable for day travel, as well.
Q	<p>Estimated Cost Per Day – This field shows the estimated cost of meals and incidentals incurred during overnight travel. Meal and incidental cost reimbursement rates can be found on the U.S. General Services Administration website at www.gsa.com.</p> <div style="border: 1px solid black; border-radius: 10px; background-color: #f0e6e6; padding: 10px; margin: 10px 0;"> <p>TIP: Meal and incidental costs are only reimbursable when the traveler is in overnight travel status. Meal and incidental costs incurred during day trips are not reimbursable under the contract and must not be included on invoices submitted to OOD.</p> </div>
R	Total – This field is calculated automatically and shows the total meal and lodging costs for overnight stays. It is calculated by adding Estimated Lodging Costs plus Estimated Meal & Incidental Costs.
S	Total Travel Costs – This field is automatically calculated and shows the total mileage and lodging costs being requested. This amount will be automatically copied onto the Budget Summary Worksheet.

Equipment Worksheet

The Equipment Worksheet offers partners the opportunity to include in their budget proposal the cost of equipment needed to fulfill obligations under the contract. Equipment costs should be reasonable and should directly relate to the work required. The cost threshold for the Equipment category in the budget is \$300.00 per unit. If the item costs \$300.00 or more per unit it should be included on the Equipment Worksheet and assigned an appropriate useful life (a discussion of useful life is given in the table below – see letter F). If the item costs less than \$300.00 per unit it is considered a supply item and should be incorporated into the indirect cost budget. A picture of the worksheet and description of each lettered item (A to I) can be found below.

Budget Proposal Worksheet #3: Equipment								
Contractor Name: _____ 0								
Contractor or Subcontractor Name	Description	Quantity	Unit Price	FFY Purchased	Years Depreciated in FFY 2015 & FFY 2016	Total Cost	Estimated Useful Life (years)	Allowable Cost **
						\$ -		
A	B	C	D	E	F	\$ G -	H	I
						\$ -		
						\$ -		
Total								\$ -

A	Contractor or Subcontractor Name – This field is where the partner should enter their business name or the business name of the subcontractor for whom the supply item is being requested.
B	Description – Partners should enter a description of the equipment item in this field. Brand names are not necessary; just a general description of the item (i.e., laptop computer, chair, etc.).
C	Quantity – This field is where partners can indicate the number needed for any particular equipment item.
D	Unit Price – This field is where the unit cost of each equipment item is listed. The minimum unit cost on the Equipment Worksheet should be \$300.00; anything with a lower unit cost should be entered on the Supply Worksheet. If the actual cost of the equipment item is known, it should be filled in here; otherwise a reasonable estimate is acceptable.
E	FFY Purchased – This field is where partners should enter the federal fiscal year (FFY) in which the item was originally purchased.
F	Years Depreciated in FFY 2015 & FFY 2016 – This field is used to indicate the number of years of useful life that will be depreciated during the current contract period. The entries will be 1 year or 2 years depending on the remaining useful life of the item. For example, if the item was purchased in FFY 2014 and has a useful life of 3 years, the entry in this field would be “2” since there are two years of useful life remaining and both years will be used during FFY 2015 and FFY 2016.
G	Total Cost – This field is automatically calculated and shows the total cost of each equipment item request. It is calculated by multiplying the Quantity by the Unit Price.

H

Estimated Useful Life (yrs.) – This field shows the estimated useful life of a particular equipment item and should be expressed as a number of years. “Useful life” is a term used to describe the length of time during which an item can be reasonably expected to serve its intended purpose before it breaks down or needs to be replaced. The significance of including useful life as part of the equipment budget request relates to the agreement period. Most agreement periods last 1 year. Since the vast majority of equipment items last longer than 1 year, it is only appropriate to charge a 1-year agreement for a pro-rated portion of the total equipment cost. If the equipment item has a useful life of more than 1 year and is to be used for work under an agreement the following year, the 1-year cost of the equipment item should be included in the subsequent agreement’s budget without the partner having to purchase a new one.

The Useful Life of the most commonly budgeted equipment items is given below. The complete list of equipment can be found on the Ohio Department of Administrative Services website at <http://das.ohio.gov/LinkClick.aspx?fileticket=mZYVsKeaiSQ%3d&tabid=312>.

Ohio Department of Administrative Services Useful Life Retirement Table

Description	Life (Months)	Life (Years)	Category
FURNITURE/FURNISHINGS-MISC.	180	15	EQUIP
PORTABLE CELLULAR PHONES	60	5	EQUIP
LAPTOP PERSONAL COMPUTER	36	3	EQUIP

I

Allowable Cost – This field is automatically calculated and shows the cost to the contract for a particular equipment item. It is calculated by dividing the Total Cost by the Estimated Useful Life (yrs.). The total amount shown in the **green** field in this column will be automatically copied onto the Budget Summary Worksheet.

Staff Development & Resources Worksheet

The Staff Development & Resources Worksheet is where partners can include in the budget the cost of training or professional development needed to support the delivery of services under the contract. Training must be directly related to the VR process or the disability population served by the contract, and a discussion of the planned training should be held with OOD Program staff at the time of contract negotiation or whenever the training need arises. This worksheet also provides a place to enter other resources needed to carry out activities under the contract that can be directly allocated to the agreement. The term “directly allocated” means that the cost of the resource can be easily linked to staff providing direct services to consumers, or those positions that support or supervise staff providing direct services. A common example of this type of cost would be monthly cell phone plan charges for coordinator positions. A picture of the worksheet and description of each lettered item (A to G) can be found below.

Budget Proposal Worksheet #4: Staff Development & Resources						
Contractor Name: _____						
Individual's Name	Position/Title	Indicate "C" for Contractor <u>OR</u> indicate the Sub's Initials for Subcontractor	FFY	Type of Training or Resource (e.g. OOD Coordinator, Cell phone usage charges)	Trainer (Indicate "TBD" if Trainer is unknown)	Total
A	B	C	D	E	F	G
Total						

A	Individual's Name - This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Staff Development & Resources worksheet.
B	Position/Title – This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Staff Development & Resources worksheet.
C	Indicate “C” for Contractor <u>OR</u> if Subcontractor, indicate the Sub’s initials – This field is automatically filled in based on entries made on the Staffing worksheet. Individuals entered on the staffing worksheet will be copied onto the Staff Development & Resources worksheet.
D	FFY – This field is where partners should indicate to which federal fiscal year (FFY) the training or resource cost applies.
E	Type of Training or Resource – This field is where partners should enter a brief description of the topic(s) that might be covered during the training or the resource they intend to purchase.
F	Trainer (Indicate “TBD if Trainer is unknown) – If the partner has a specific training event in mind and knows who will be providing the training, that information should be entered here. If the specific trainer is not known, enter “TBD” in this field.
G	Total – This field is where partners should enter the annual cost of the training or resource to be purchased. The total amount shown in the green field in this column will be automatically copied onto the Budget Summary Worksheet.

Occupancy Worksheet

The budget template contains two Occupancy Worksheets – one for the Contractor and another for all Subcontractors. The fields to be completed on both worksheets are the same. The discussion below will focus on completing the Contractor worksheet, but in all cases the same instructions should be followed when completing the Subcontractor worksheet.

The Occupancy Worksheet provides the opportunity for partners to include in the budget the cost of housing for staff assigned to the contract. In order to complete the worksheet, partners will need to know the square footage of the space occupied by each staff person assigned to the contract as well as the total square footage of the partner’s entire facility. Partners will also need to know the total occupancy costs (rent, utilities, insurance, etc.) for the entire facility. The staff listed on the Occupancy Worksheet must align with the staff listed on the Staffing Worksheet.

The Contractor Occupancy Worksheet is divided into two parts: one part for the first year of the agreement and another part for the second year of the agreement, if applicable. The components of each part (year) on the worksheet are identical. A picture of the first year worksheet and description of each lettered item (A to M) can be found below.

Budget Proposal Worksheet #5: Occupancy					
Contractor Name: _____					
Contractor's 1st Year: Type contractor's name....					
Individual's Name (Contractor ONLY)	Position/Title (Contractor ONLY)	FF Y	Square Feet Allocated to FTE at Facility	% of Time FTE Allocated to Agreement/ Contract	Square Feet Allocated to Agreement/ Contract
A	B	C	D	E	F
Total Square Footage Allocated to Contractor				G	→
FACILITY Total Square Footage (Contractor's Entire Facility)				H	→
Percentage of Square Footage Assigned to Contractor (A)				I	→
Estimated Annual Occupancy Costs for Contractor FACILITY					
Rent				J	
Heat					
Electricity					
Water/Sewage					
Janitorial Services & Supplies					
Property Insurance					
Telephone include computer lines and internet					
Security					
Service Maintenance Contracts					
Building Licenses/Permits					
Minor Maintenance Services & Supplies					
Total FACILITY Occupancy Costs (B)				K	\$ →
Direct Occupancy Costs Assigned to Contractor (A x B)				L	\$ →
Grand Total Occupancy Costs - Contractor & Subcontractor(s) <small>(Also includes other Subcontractor totals from W6. Occ Add'l Subs sheet)</small>				M	\$ →

A	Individual’s Name – This field is where partners should enter the names of the staff assigned to a given position. If the position is not currently filled (i.e., someone is to be hired for the position) enter “Vacant” in this field.
B	Position/Title – This field is automatically filled in based on entries made on the Staffing worksheet. Entries in the Individual’s Name column will prompt the worksheet to look up the Position/Title for that individual from the Staffing worksheet.
C	FFY – This field is where partners should indicate to which federal fiscal year (FFY) the occupancy cost applies.
D	Square Feet Allocated to FTE at Facility – This field is where partners should enter the square footage occupied by each staff member for whom occupancy costs are being requested.
E	% of Time FTE Allocated to Agreement/Contract – This field is automatically filled in based on entries made on the Staffing worksheet. Entries in the Individual’s Name column will prompt the worksheet to look up the “% of Time FTE to Spend on Award” for that individual from the Staffing worksheet.
F	Square Feet Allocated to Agreement/Contract – This field is automatically calculated and shows the total square footage to be charged to the contract. This is calculated by multiplying the total square feet occupied by each staff member by the percentage of time spent on the award.
G	Total Square Footage Allocated to Contractor – This field is automatically calculated and reflects the total square footage being charged to the contract for all staff listed.
H	FACILITY Total Square Footage (Contractor’s Entire Facility) – This field should show the total square feet of the <u>entire facility</u> where the partner’s staff is housed. In most cases, only part of the facility is being used for the purposes of the contract, but this field should show <u>all</u> of the space whether it is being used for the contract or not.
I	Percentage of Square Footage Assigned to Contract (or Subcontractor) (A) – This field is automatically calculated and shows the percentage of the partner’s entire facility that has been assigned to the contract. It is calculated by dividing the Total Square Footage Allotted to Contract by the FACILITY Total Square Footage.
J	Estimated Annual Occupancy Costs – These fields are where the partner can list the total annual costs of rent, utilities, insurance, and other costs for their <u>entire facility</u> . The amounts entered into these fields should reflect the total annual cost incurred by the partner, not just for the space occupied by staff assigned to the contract, but for all of their space in the building.
K	Total FACILITY Occupancy Costs (B) – This field is automatically calculated and reflects the total annual cost of rent, utilities, insurance, and other costs for the partner’s facility. It is calculated by summing the Estimated Annual Occupancy Costs.
L	Direct Occupancy Costs Assigned to Contractor (A × B) – This field is automatically calculated and shows the occupancy costs budgeted for the contract. It is calculated by multiplying Total FACILITY Occupancy Costs by the Percentage of Square Footage Assigned to Contract.
M	Grand Total Occupancy Costs – Contractor & Subcontractor(s) – This green field is automatically calculated and shows the total costs of occupancy for the contractor and all subcontractors involved in the agreement. It is calculated by summing the Direct Occupancy Costs Assigned to Contract for each partner and will be automatically copied onto the Budget Summary Worksheet. If partners have used the additional worksheets provided to record occupancy budgets for multiple subcontractors, those amounts will be automatically included in this total.

Indirect Cost Worksheet

The Indirect Cost Worksheet allows partners to include in the budget the cost of business activities that are not directly allocable to services or positions under the contract. **Indirect costs** are those operating costs that are exceedingly difficult to allocate to a particular project or cost center. These costs typically consist of things like payroll and associated costs (like occupancy) for executives, such as the Director of HR or the Chief Financial Officer, that cannot be tied directly to any project or program but are necessary for the operation of the business. Also included in this category are consumable supplies, such as pens or paper, which may be used as contract activity is carried out. Consumable supplies are not often directly allocable without extensive or burdensome tracking. Therefore, such supply costs should be included in the indirect cost category on the budget.

As noted in Chapter 1, the portion of the Code of Federal Regulations (CFR) that governs the use of federal funds has been updated, including the sections that describe how indirect cost rates should be determined. The Rehabilitation Services Administration, OOD’s federal oversight agency, has decided to implement the CFR changes at the beginning of FFY 2016 (on October 1, 2015) to allow time for state VR agencies to make program adjustments in response to the CFR changes. As a result, OOD will be changing the way that indirect cost rates are determined for contract partners when agreements are established or renewed for FFY 2016.

OOD will provide additional guidance to partners regarding indirect cost rate determination in preparation for the FFY 2016 agreement period. Partners are strongly encouraged to read 2 CFR §200.414 for additional information on the upcoming changes.

Once the indirect cost amount has been determined, the partner is ready to complete the Indirect Cost Worksheet. A picture of the worksheet and description of each lettered item (A to F) can be found below.

Budget Proposal Worksheet #6: Indirect Costs	
Contractor Name:	_____ 0 _____
For the Contractor and each Subcontractor(s), you must choose either Option 1 or Option 2 as explained below. ONLY complete 1 yellow highlighted field for each.	
Option 1 - Based on approved Indirect Cost Rate Agreement. A copy of the Agreement must be provided with the budget proposal. If a copy of the Agreement is not provided, contract implementation may be delayed.	
Option 2 - Based on independently audited financial statements. The Indirect Cost Rate will be calculated by using the Statement of Functional Expenses, dividing Management and General expenses by Program Services expenses; the quotient will be used as the indirect cost rate for this contract. A copy of the most recently audited financial statements must be provided with the budget proposal. If a copy is not provided, contract implementation may be delayed.	
CONTRACTOR:	A → type approved in direct cost rate
Indirect Cost - Contractor (Option 1)	B → OR
Indirect Cost - Contractor (Option 2)	B →
SUB-CONTRACTOR #1:	C → Type subcontractor name... D → type approved in direct cost rate
Indirect Cost - SUB-Contractor (Option 1)	E → OR
Indirect Cost - SUB-Contractor (Option 2)	E →
TOTAL INDIRECT COSTS	F → \$0.00

A	Contractor Approved Indirect Cost Rate – This field is where the partner should enter their approved indirect cost rate (either from a federally-approved indirect cost rate agreement or the rate approved by OOD).
B	Contractor Indirect Cost – This field is where the partner should enter the indirect cost amount they have calculated for the Contractor.
C	Subcontractor Name – This field is where partners should identify the subcontractor for whom indirect costs are being requested.
D	Subcontractor Approved Indirect Cost Rate – This field is where the partner should enter their approved indirect cost rate (either from a federally-approved indirect cost rate agreement or the rate approved by OOD).
E	Subcontractor Indirect Cost – This field is where the partner should enter the indirect cost amount they have calculated for the Subcontractor.
F	Total Indirect Costs – This green field is automatically calculated and shows the total indirect cost budget for the contract. It is calculated by summing the Contractor and Subcontractor(s) indirect cost budgets and will be automatically copied onto the Budget Summary Worksheet.

Budget Revisions

As a contract is carried out over the agreement period, it may become necessary to make revisions to the budget in order to adapt to unforeseen expenditures or changes in the program. Partners have the option to request approval of a budget revision from OOD if such challenges arise. Budget revisions should be initiated by the primary contract partner (not subcontractors) when needed and discussion should be held with the Rehabilitation Program Specialist (RPS). The RPS will seek input from OOD Fiscal Management before approving any budget revisions. Once the budget revision is approved, the partner may expend budget balances accordingly.

Partners have some flexibility in the management of their budget in that OOD approval is not required when funds are transferred among certain budget line items. **Partners do not need to seek OOD approval if they are moving funds among the following four line items:**

- Travel
- Equipment
- Staff Development & Resources
- Occupancy

Any budget changes that impact the Staffing, Indirect Cost, or Case Services line items must be reviewed and approved by OOD. Additionally, any revision that impacts the total amount of the budget must be reviewed and approved by OOD.

There are some general guidelines to keep in mind when discussing budget revisions:

No change in total contract amount...

1. As a general rule, a typical budget revision must not result in an increase in the total value of the contract. Funds can be transferred from one budget line to another but the total budget should stay the same. (This is true except in the case where the partner is increasing their total match contribution. See #3 below.)

2. A budget revision may result in an increase in staffing costs. This should only be done after extensive discussion with the RPS regarding the impact on the consumers to be served under the contract, as the increase in staffing costs would have to be offset by a reduction elsewhere in the budget.

Change in total contract amount...

3. The partner may wish to contribute additional match funds to the contract. If additional match is accepted by OOD, a budget revision will be needed to identify in which budget categories the additional dollars will be placed. Also, an Amendment will be required to update the contract under the COMPENSATION FOR SERVICES section. The Amendment must be signed by both parties and in effect before additional costs are incurred. The additional match funds must be received prior to the effective date of the budget increase.

All changes to the budget...

4. OOD is likely to give greater scrutiny to a budget revision that reduces the balance of case service dollars. The purpose of these contracts is to expand the availability and provision of VR services to consumers, and reducing case service budgets would seem to be in direct conflict with this purpose.
5. Except in very rare and extenuating circumstances, the last opportunity for partners to request a budget revision is 45 days before the end of the agreement period. After this day, no further changes to the budget will be approved by OOD. For example, if the agreement period ends on September 30, the last date a budget revision could be requested would be August 15.

This chapter discussed the Budget Proposal Template and how to complete the various worksheets to develop a budget for the contract. Tips were offered to help partners work through some of the issues that can cause confusion or that require specific information. Now that the process for entering costs onto the various worksheets has been explained, the discussion in Chapter 3 will focus on what kinds of costs are allowable in the budget and what supporting documentation is required to justify those costs.

CHAPTER 3 – ALLOWABLE COSTS

This chapter discusses the rules about which costs are and are not allowed in the budget. The federal government has established rules to help control how federal dollars are spent with the aim of ensuring that federal funds are actually used for their intended purpose and are not wasted. No costs that contradict or are in conflict with these rules will be approved as part of the contract budget.

The rules are known as “cost principles” and are organized in the Code of Federal Regulations (CFR). The cost principles described in the CFR pertain to specific types of organizations, and it is important to know which principles should apply to the contract. In Chapter 1: Contract – Key Articles, a tip bubble was included in the discussion regarding record keeping (page 7) and it bears repeating here:

TIP: The testing standards used by OOD’s fiscal monitoring and auditing staff are detailed in federal law and vary depending on the partner’s type of organization. A good place to start is the Code of Federal Regulations describing cost principles for various types of organizations.

For FFY 2015 Contracts:

- State and Local Governments – use 2 CFR Part 225
- Educational Institutions – use 2 CFR Part 220
- Non-profit Organizations use 2 CFR Part 230
- For-Profit Organizations use 48 CFR Part 31

For FFY 2016 Contracts

- Uniform Administrative Requirements for All Organization Types - 2 CFR Part 200

All of the citations are available online. The vast majority of partners are going to fall under the cost principles described in 2 CFR Part 225 and 2 CFR Part 230. In 2001, the federal government established a task force to review the cost principles described in the various Parts in an effort to create more consistency in the way that certain costs were treated. As a result, the principles in each of the Parts are nearly identical for a given type of cost. The cost principles for For-Profit Organizations are an exception, as they include some provisions that are not applicable to Non-Profit Organizations or to governments. In 2014, a new CFR (2 CFR Part 200) was created and is applicable to all organization types except for-profit organizations. 2 CFR Part 200 is not required to be implemented until December 2014 for new contracts.

Partners are strongly encouraged to read the CFR Parts that are applicable to their type of organization in order to better understand what costs can and cannot be included in the budget, as well as what type of supporting documentation is required to justify expenditures. If the proper supporting documentation is not maintained, the validity of the expenditures may be questioned during monitoring and auditing activities; these are called *questioned cost findings*. Questioned cost findings can result in the partner having to pay money back to OOD, so maintaining proper documentation is an important part of protecting the financial well-being of the partner’s organization.

While this chapter will not enumerate the principles for every possible item of cost, the following pages discuss certain costs that commonly appear in contract budgets and that often cause partners some difficulty, either in arriving at a budget amount or in maintaining proper documentation. Attention will also be given to types of costs that are never allowed under federal cost principles, regardless of the partner's type of organization.

Staff Salaries, Wages and Fringe Costs

Each of the CFR Parts referenced above specifically allows the use of federal funds to pay salaries, wages and fringe costs. These costs often make up the vast majority of the administrative budget for a contract. This emphasizes the need to properly document expenditures in this category so that none of the costs incurred are questioned during monitoring or auditing activities.

In order to adequately support salary, wage and fringe costs, partners must maintain two types of documentation:

1. **Documentation of time and effort.** Time and effort documentation consists of certifications of time under the contract, or personnel activity reports.
2. **Documentation of the costs incurred.** Cost documentation consists of ledger entries, payroll reports, and other accounting records showing the distribution of funds to employees for salary, wage and fringe costs.

For documentation of time and effort, there are different documentation standards for salary, wage and fringe costs depending on whether the staff person is fully dedicated to the contract or if they are also assigned to projects and activities at their organization that are outside of the contract:

1. Where the partner's employees are expected to work solely on a single Federal award or cost objective (i.e., 100% of the employee's time is dedicated only to work under the contract), charges for their salaries, wages and fringe costs will be supported by periodic certifications that the employees worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee. A sample semi-annual certification form is included in the Appendix of this Handbook (Attachment C).
2. Where employees work on multiple activities or cost objectives, a distribution of their salaries, wages and fringe costs will be supported by personnel activity reports (PARs) or equivalent documentation. PARs or equivalent documentation must meet the following standards:
 - a. They must reflect an after-the-fact distribution of the actual activity of each employee;
 - b. They must account for the total activity for which each employee is compensated;
 - c. They must be prepared at least monthly and must coincide with one or more pay periods;
 - d. They must be signed by the employee.

TIP: Personnel Activity Reports (PARs) must account for every hour worked by the employee, not just the hours worked under the contract. So if the employee works 40 hours per week, the PAR should reflect what the employee worked on for all 40 hours, even if only 10 hours were spent performing work under the contract. This serves as backup documentation for the FTE and salary amount approved in the budget for that employee.

While OOD will not prescribe a specific PAR form or format that should be used by partners, the documentation used by the partner will be evaluated according to the standards described above. Sample PARs are included in the Appendix of this Handbook (Attachment D) to help partners determine how they might set up a PAR for use in their organization. Examples can also be found on the internet. If the partner is unsure whether the PAR they have developed (or borrowed or downloaded) will meet the standards, partners are encouraged to discuss the PAR with OOD before implementing its use.

Staff Travel Costs

Travel expenses in the form of mileage, meal and lodging costs are allowable according to federal cost principles and many partners include travel costs in their budgets. Travel must be reasonable and necessary to satisfy the deliverables in the contract. Most partners do not have difficulty applying the travel cost principles but questions often arise regarding how the reimbursement rates are determined.

For mileage reimbursement, the rate is expressed as a cost per mile traveled. The cost per mile included in the budget is determined by comparing three possible rates and selecting the option that produces the least cost to the contract. The three options are:

1. The partner's internal reimbursement rate as defined by their fiscal policies and procedures; or
2. The approved State of Ohio reimbursement rate as defined by the OBM Travel Rule; or
3. The approved federal reimbursement rate as defined by the U.S. General Service Administration (rates can be found at <http://www.gsa.gov>).

For example, the partner's policies and procedures indicate that staff members are reimbursed for travel at a rate of \$0.40 per mile, the federal reimbursement rate is \$0.51 per mile, and the approved State of Ohio rate is \$0.52 per mile. In this scenario, the partner must use their internal rate of \$0.40 per mile on the travel budget request as that would produce the least cost to the contract.

Meal and lodging reimbursement is slightly more complex than mileage reimbursement because the rates change depending on the destination. Rather than having a single rate that is applied statewide or nationally, the federal government has determined that different rates are needed to more accurately reflect the actual costs of staying in one location versus another. This addresses the idea that it typically costs more to stay in a hotel and to eat in a large city than it does in a smaller city or a more rural location. The federal government sets the reimbursement rates by geographic areas that correspond to zip codes, and the rates for each zip code are available via the U.S. General Service Administration website at <http://www.gsa.gov>.

For example, at the time this Handbook was last updated, the lodging rate in the 43230 zip code (Columbus, OH) was \$106 per night and the meal and incidental per diem rate was \$56. In the 43812 zip code (Coshocton, OH – a smaller city than Columbus), the lodging rate was \$83 per night and the meal and incidental per diem rate was \$46.

Note: Meal and incidental costs are only allowable when incurred during an overnight stay. If the partner's travel does not involve overnight lodging, the partner cannot claim reimbursement for meals or incidental costs.

Partners are expected to maintain documentation (hotel folios, restaurant receipts, etc.) to support travel costs charged to the contract. The partner's invoice to OOD should reflect the actual cost based on the applicable reimbursement rate for the area in which travel occurred. Reimbursement requests should not be based on a budgeted amount (i.e., 1/12th of the travel budget). Any amount above the appropriate reimbursement rate will not be approved for payment.

Other Costs Within the Agreement Period

If an item of cost is not prohibited by federal cost principles and is included in the approved budget, that cost is allowable as long as it is incurred within the agreement period. On the surface this appears to be a relatively simple idea, but it has come up frequently during monitoring and auditing activities, and has caused some costs to be questioned and subsequently paid back to OOD.

Essentially, costs must be incurred between the dates specified on the cover page of the contract in order for the partner to receive reimbursement. A tip bubble about the agreement period was included in the discussion of key contract sections (page 3 of this Handbook) and bears repeating here:

TIP: Understanding the range of the agreement period is critical in terms of the allowability of expenditures under the agreement. OOD is under no obligation to compensate its partners for work performed or expenses incurred outside of the agreement period. Service dates or dates of purchase for goods listed on invoices sent to OOD must be within the agreement period or the expenditure will not be allowed and will not be reimbursed.

This emphasizes the difference between *cash* basis and *accrual* basis accounting. **Per federal guidelines, for FFY 2015 contracts, these agreements are managed using accrual basis accounting. For FFY 2016 contracts, partners may use either cash or accrual basis accounting, as long as the methodology is disclosed and consistently applied.** Accrual basis accounting focuses on the date when the service took place or when the product was delivered – these activities must occur within the agreement period in order to be considered allowable costs. Cash basis accounting focuses on the date when the bill for the service or product was actually paid. If a bill is paid during the agreement period but the service or product was delivered prior to the start date of the agreement period, that cost would be unallowable and should not be billed under the current agreement (it may be appropriate to include this cost on the last invoice submitted for the prior year's agreement, if there was one).

Whether either accounting method is used, OOD advises its contractors to give special attention to goods and services transactions occurring at the end (August and September) of the contract period so as to ensure these expenses are not charged to the following contract year. If an expense covers the end of one contract period and the beginning of the next (ex. a phone bill covering billing period 9/15/14 to 10/15/14), the expense must be allocated proportionately across both contract years and billed accordingly.

In case services, the date of service must fall within the agreement period in order to qualify for reimbursement under the contract. For example, an authorization for service is created on September 25th and the authorized service isn't actually provided to the consumer until October 2nd, but the contract

terminated on September 30th. The fee for that service cannot be billed to the contract because the actual service occurred outside of the agreement period. This is true even though the service was authorized (but not delivered) during the agreement period.

The same principle is used with respect to administrative costs. Salary and travel expenses must have been incurred during the agreement period in order to be reimbursable under the contract. For tangible goods, the date of purchase must be within the agreement period as supported by expenditure records and/or receipts. In the case of something like a utility bill that crosses over the beginning date of the contract, partners should pro-rate the amount billed to coincide with the number of days applicable to the contract. For example, if the partner pays a utility bill that covers September 15 through October 15, the partner should only include on the invoice the pro-rated amount that would apply from the beginning of the contract period on October 1 through October 15. Also, the last monthly invoice submitted to OOD for the prior contract period should include a pro-rated amount of the utility bill so that only costs from September 15 to September 30 are included.

Costs that cross over months that are entirely within the contract period do not need to be pro-rated from one month to the next. Following the utility bill example above, the second monthly utility payment would cover October 16 to November 15. Since both months are entirely within the contract period, the entire amount of the utility bill (or the percentage allocated to the contract) could be included on the next invoice submitted to OOD.

Additionally, any goods or equipment purchased must serve some use in meeting the deliverables of the contract. This falls under the principle of costs being reasonable and necessary for the purposes of the agreement. So in addition to having to ensure that the purchase date of goods or equipment falls within the agreement period, partners must ensure that those goods or equipment are actually used during the agreement period for their intended purpose under the contract.

For example, large equipment or supply purchases occurring near the end of an agreement period may not be considered reasonable or necessary if significant use of the equipment or supplies cannot be realized before the agreement ends. Such purchases invite greater scrutiny during auditing and monitoring activities and the costs may be questioned as a result. Any concern regarding equipment purchases late in the agreement period should be discussed with OOD before the purchase is made.

Costs that are Never Allowed

There are a few items of cost that are never allowed under contracts supported by federal funding. Though some of these items may seem obvious, they have appeared on invoices presented to OOD. Any expenditure on the items included in the list below will be questioned during monitoring and auditing reviews, and the partner will be asked to repay OOD for those costs. *This is not an exhaustive list; again, partners are strongly encouraged to read and understand the CFR sections applicable to their organization.*

- **Alcoholic beverages** – Federal funds can never be used to purchase alcoholic beverages under any circumstance.
- **Bad debts** – Bad debts, including losses arising from uncollectable accounts and other claims, related collection costs, and related legal costs are unallowable.

- **Contingency provisions** – Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable.
- **Defense and prosecution of criminal and civil proceedings** – Costs incurred by a contractor in connection with any criminal, civil or administrative proceedings are unallowable (unless required under the terms of the federal award).
- **Entertainment** – Cost of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
- **Fines and penalties** – Fines, penalties, damages, and other settlements resulting from violations of Federal, State, or local laws and regulations are unallowable.
- **Fund raising** – Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.
- **Lobbying** – The cost of influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans is an unallowable cost.

As noted above, this list is not exhaustive. There are other potential items of cost that could be considered unallowable under federal funding. Partners are encouraged to contact OOD for discussion regarding the purchase of any item they feel may potentially be questioned during monitoring or auditing activities.

Chapter 3 discussed information related to what kinds of cost are allowable under federal principles, and what kinds of cost are unallowable. In the next chapter, attention will be given to the invoice process, including the information required on an invoice and a walk-through of the new Invoice Template.

CHAPTER 4 – INVOICES

The preceding chapters offered information about how to construct a budget and what kinds of costs are allowable under federal cost principles. The Handbook will next describe how partners can recover those costs by submitting a proper invoice to OOD.

CONTRACTUAL REQUIREMENTS: In the contract, the COMPENSATION FOR SERVICES section describes how much funding will be provided to the partner. This contract section, discussed in Chapter 1 of this Handbook, also provides information regarding how partners are to invoice OOD in order to receive reimbursement for costs incurred. This chapter of the Handbook will focus on the steps partners should follow in order to properly complete the invoice template.

INVOICE TEMPLATE: OOD has prepared a template that partners are to use when seeking reimbursement from OOD for costs under the contract. The template is a MS Excel workbook that includes one worksheet with instructions for completing the template, a separate worksheet for each line item on which partners can enter detailed administrative expenditure information, and a summary worksheet offering invoice totals by category.

The Invoice Summary worksheet and line item worksheets are color coded to assist the partner in identifying which fields need to be completed by hand and which are automatically filled in. The fields highlighted in **yellow** should be filled in by the partner. The fields highlighted in **pink** and **green** are automatically filled in by the worksheet based on entries in the yellow fields.

A discussion of each worksheet follows.

Instruction Worksheet

The Instruction Worksheet provides instructions regarding how to interpret the color coding used throughout the template, as well as tips about how to complete the detail worksheets. A picture of the Instruction Worksheet is offered below:

VR Contracts Invoice

Please read these instructions carefully PRIOR TO completing the invoice!!

INSTRUCTIONS FOR COMPLETION OF THIS INVOICE

The yellow cells require completion by the Contractor.

The green cells are formulated and are **NOT** to be typed over. If you are on the "Invoice Summary" tab/sheet, the amounts are linked from each of the Direct Cost tabs (i.e. Staffing, Travel, Equipment, Staff Dev&REs, and Occupancy). If you are in the Direct Cost tabs, the amounts are formulated and will be carried over to the "Invoice Summary" tab/sheet.

The pink cells are formulated and are **NOT** to be typed over. Some amounts may be carried from another sheet.

- * The "Invoice Summary" sheet is password protected with the exception of the yellow cells which need completion by the Contractor. Other amounts will be calculated or carried over from each of the Direct and Indirect Cost sheets.
- * The individual Direct Cost tabs (sheets) are password protected with the exception of the yellow cells which need completion by the Contractor. Other amounts will be calculated or carried over to the "Invoice Summary" tab/sheet.

Submission of an Invoice (A signature is no longer required and therefore OOD requests that you email the invoice for payment.)

1. Complete this invoice document and email, IN THE EXCEL FORMAT (i.e. not scanned) to the email address on the "Invoice Summary"
2. In the Email "Subject" line, indicate the Contractor's Name (as listed in the Contract) and the invoice month (e.g. Franklin Cty DD-June)
3. If receipts or other document attachments are required to be submitted with the invoice, scan and attach them to the email as a separate document. If unable to scan, fax them with a Cover Sheet that indicates the Contractor's Name, invoice month AND invoice number to 614-785-5075.

Note: If you are unable to email your invoice and therefore want to fax or send through US Mail, a written request must be submitted to your OOD Contact to obtain approval to do so. If approved, you will need to print off the "Invoice Summary" and each of the Direct Cost tabs/sheets.

The following instructions are for the following select individual Direct and Indirect Cost tabs/sheets:

1. **Travel** - Mileage should be itemized by staff as listed on the approved budget. If you are requesting reimbursement for meals, you must indicate that the travel had overnight status (i.e. click on the "Yes" radial). Detailed receipts are required for lodging in commercial establishments (e.g. Hotel), scan and attach the receipts as separate document(s).
2. **Equipment** - In the "Description" area, use the same description that is listed on your approved Budget Proposal. In the "Amount" column, use the amount calculated based on useful life (e.g. 3 years for laptops).
3. **Occupancy** - Indicate the percentage as calculated on your approved Budget Proposal. Under "Monthly ACTUAL Allowable Costs", indicate the monthly cost for the ENTIRE facility and then based on the percentage entered, the allowable billed amount will be calculated.
4. **Indirect Costs** - If using an approved indirect cost rate, complete the top section to enter the totals from each of the direct tabs for a specific contractor/sub-contractor and indicate the approved rate that matches the budget. If using actual expenses, complete the bottom section and enter an itemized description of the actual expenses incurred, along with the total. Please note that it is unallowable to bill 1/12th of your approved indirect cost amount.

Invoice Summary Worksheet

The Invoice Summary worksheet provides a summary of all of the direct and indirect costs included on the invoice. A picture of the worksheet and description of each lettered item (A to K) is offered below.

Opportunities for Ohioans with Disabilities (OOD)

VR Contracts Invoice

Note: All yellow fields MUST BE completed.

AGENCY PAYMENT REQUEST
 DATE INVOICE REC'D: _____

Contractor Name: _____

Project Name: _____

Billing Address: * _____

City, State and Zip: * _____

Phone: _____ Fax: _____

Contact Name: _____ Email: _____

* Must match address listed in OAKS

P.O. Number: _____

Invoice No: _____

Invoice Date: _____

OAKS Vendor Identification Number: _____

Billing Period: _____ to _____

This invoice is to be Emailed to: RSC.Invoices@ood.ohio.gov

Note: Indicate Contractor Name and Invoice Month in the "Subject" line of the email.

CONTRACTOR'S CERTIFICATION: By submitting this invoice for payment, Contractor hereby certifies that the information presented is a true and accurate representation of the costs incurred while carrying out the scope of this agreement. Specifically, Contractor certifies that the time and effort (FTE), as well as salary and fringe costs, listed in the Salary and Fringe section of this invoice reflect ACTUAL effort and cost for the billing period.

Further, Contractor agrees to maintain a proper system of accounting and auditable records, in a manner consistent with generally accepted accounting principles, to account for the expenditure of all funds provided by this agreement, including any and all direct and indirect costs expended, and to make these records available for review upon request by OOD representatives at all reasonable times, including regular working hours.

OPERATING EXPENSES	LINE TOTAL
A. Direct Costs for Contractor and Sub-contractor(s) <i>(If faxing or mailing, attach the details pages from each of the Direct Costs tabs)</i>	
1. Staffing (Salary and Fringe Costs)	\$ -
2. Travel	\$ -
3. Equipment	\$ -
4. Staff Development & Resources	\$ -
5. Occupancy	\$ -
SUBTOTAL DIRECT COSTS	\$ -
B. Indirect Costs	\$ -
TOTAL BILLED	\$ -

The Contractor's Signature is no longer required for payment, however information contained herein is considered accurate and true.

OOD reserves the right to request additional documentation to support the items billed.

A	Contact Information – These fields are where the partner fills in the primary Contractor Name, City, State, Zip code, Phone number and Fax number. The Contractor Name and Project Name should be selected from the drop-down menu. No manual entries will be accepted by the worksheet.
B	<p>P.O. Number – This field is where the partner should enter the purchase order number provided to them by OOD. The P.O. number is a way for the OAKS accounting system to know which contract should be charged for the costs on the invoice.</p> <div style="border: 1px solid black; border-radius: 15px; padding: 10px; background-color: #f0f0f0; margin: 10px 0;"> <p>TIP: Purchase orders (P.O.s) are issued according to the State Fiscal Year (SFY) schedule, meaning all P.O.s must close on or before June 30th, the end of the SFY. The vast majority of contracts continue past the end of the SFY, so a second P.O. with a different P.O. number will be issued to cover expenditures from July 1st to September 30th. Partners should ensure that the correct P.O. number is used depending on when the costs on the invoice were incurred.</p> </div>
C	Invoice No. and Invoice Date – These fields are where the partner can enter a unique invoice number (for tracking and reconciliation purposes) and the date on which the invoice was submitted to OOD.
D	OAKS Vendor Identification Number – This field is automatically filled in when the partner fills in the Contractor Name field on the invoice. The OAKS ID number is looked up by Excel and populated into the Invoice Summary worksheet.
E	Billing Period – This field indicates the date range covered by the invoice. The date range on the invoice will be referred to during auditing and monitoring activities when supporting documentation for expenditures is reviewed.
F	Contact Name and Email – These fields should reflect the name and e-mail address of someone on the partner’s staff with knowledge of the invoice. This person will be contacted if there is an issue with the invoice or if OOD wishes to request supporting documentation for expenditures.
G	OOD Contact Information – This item shows the e-mail address to which invoices are to be submitted.
H	Contractor’s Certification – This statement indicates the partner’s assertion, by submitting the invoice for payment, that all of the information contained on the invoice is true and accurate. This statement is specifically directed toward the FTE and cost information entered on the Staffing worksheet but also applies to all other sections of the invoice.
I	Operating Expenses – Direct Costs – These fields are automatically filled in based on entries in each of the line item worksheets. They indicate invoiced amounts by line item, including a subtotal of direct costs.
J	Operating Expenses – Indirect Costs – This field is automatically filled in based on entries on the Indirect Cost worksheet. Indirect costs, like all other costs, should be billed based on actual costs, not based on a budgeted amount. Partners who do not have an approved indirect cost rate from a federal cognizant agency will be required to provide audited financial statements as supporting documentation for indirect cost expenditures.
K	Total Billed – This field shows the total direct and indirect cost amount for which the partner is seeking reimbursement.

Staffing Worksheet

This worksheet provides the opportunity for partners to enter the staffing costs incurred for work performed under the contract. A picture of this worksheet and a description of each lettered item (A to H) is offered below.

Opportunities for Ohioans with Disabilities (OOD) VR CONTRACTS INVOICE DETAIL				
Contractor Name: 0 A				
Billing Period: <u>01/00/00</u> ← B → <u>01/00/00</u> to <u>01/00/00</u>				
STAFFING (Salary & Fringe)				
Individual's Name	Position/Title	Indicate (C) for Contractor OR the Subcontractor's Initials	FTE(s) Billed	Amount
C	D	E	F	G
SUBTOTAL STAFFING			H →	\$0.00

A	Contractor Name – This field will be automatically filled in when the partner selects their name on the Invoice Summary Worksheet.
B	Billing Period – This field will be automatically filled in when the billing period dates are entered on the Invoice Summary Worksheet.
C	Individual's Name – This field is where the name of the employee should be entered for every individual included in the Salary/Fringes amount being billed.
D	Position/Title – This field is where the position or job titles of the staff should be listed for every individual included in the Salary/Fringes amount being billed.
E	Contractor or Subcontractor indicator – This field is where partners should indicate whether the person listed in the Position/Title column is a member of the contractor's staff or the subcontractor's staff. If the person is a member of the contractor's staff, the letter "P" should be entered (meaning "Partner"). If the person is a member of the subcontractor's staff, enter the initials of the name of the subcontractor's business (e.g., Rehab Services would be entered as "RS").
F	FTE(s) Billed – This field is where partners should enter the FTE calculation for each staff person included on the invoice. 1 FTE would indicate that the person worked full-time under the contract for the entire month. If this is not the case, the FTE should be calculated by dividing the number of hours spent working under the contract by the total hours available that month. For example, if there are exactly 4 weeks in the month being billed, there are 160 hours available for work (40 hours X 4 weeks). If the person worked 32 hours under the contract that month, then the FTE calculation would be 32/160 = 0.20 FTE.

G	Amount – This field is where partners should enter the salary and fringe cost for each person for the month being billed. The amount should be based on actual costs incurred by the partner and should reasonably align with the salary established in the budget.
H	Subtotal Staffing – This field is automatically calculated and shows the subtotal of the salary and fringe costs billed for that month. This amount is automatically copied onto the Invoice Summary Worksheet.

Travel Worksheet

The Travel worksheet provides the opportunity for partners to enter travel costs incurred for work performed under the contract. A picture of this worksheet and a description of each lettered item (A to M) is offered below.

Opportunities for Ohioans with Disabilities (OOD)
VR CONTRACTS INVOICE DETAIL

Contractor Name: **A** 0
 Billing Period: 01/00/00 to 01/00/00

Was there an overnight stay involved in any of the travel costs this month? YES NO **H**

Individual's Name	Position/Title	Mileage			Overnight Location	Lodging Amount (B)	Meals Amount (C)	Incidentals Amount	TOTAL
		# of Miles	Per Mile Rate (A)	Amount					
C	D	E	F	G	I	J	K	L	M
				\$0.00					\$0.00
				\$0.00					\$0.00
				\$0.00					\$0.00
				\$0.00					\$0.00
SUBTOTAL TRAVEL				\$0.00		\$0.00	\$0.00	\$0.00	\$0.00

A	Contractor Name – This field will be automatically filled in when the partner selects their name on the Invoice Summary Worksheet.
B	Billing Period – This field will be automatically filled in when the billing period dates are entered on the Invoice Summary Worksheet.
C	Individual's Name – This field is where the name of the employee should be entered for every individual included in the Travel amount being billed.
D	Position/Title – This field is where the position or job title of the staff should be listed for every individual included in the Travel amount being billed.
E	# of Miles – This field is where partners should enter the number of miles travelled.
F	Per Mile Rate – This field is where partners should enter the mileage reimbursement rate to apply to the miles traveled. The maximum allowable rate is \$0.52 per mile. However, partners should enter their actual reimbursement rate if their rate is less than the maximum.
G	Mileage Amount – This field is automatically calculated and will show the amount of mileage reimbursement claimed for a given staff member. The amount is calculated by multiplying the # of Miles travelled by the Per Mile Rate.
H	Overnight Stay Indicator – This indicator will notify OOD if there was an overnight stay involved in the accrual of travel costs. If an overnight stay was involved, partners should click the 'YES' radio button. If no overnight stay was not involved, partners should click the 'NO' radio button.
I	Overnight Location – If an overnight stay was involved, this field is where partners should enter the location (city) of the overnight stay.

J	Lodging Amount – If an overnight stay was involved, this field is where partners should enter the cost for the hotel room, including applicable taxes. OOD will only reimburse an amount less than or equal to the lodging rate shown on the GSA.gov website, plus taxes. Partners are responsible for paying any amount above the maximum lodging rate.
K	Meals Amount – This field is where partners should enter the cost of meals purchased while in overnight travel status. OOD will only reimburse a total meal and incidental amount that is less than or equal to the per diem reimbursement rate shown on the GSA.gov website.
L	Incidentals Amount – This field is where partners should enter the amount of incidental costs incurred while travelling. Parking costs should be entered in this field. When the partner is in overnight travel status, OOD will only reimburse a total meal and incidental amount that is less than or equal to the per diem reimbursement rate shown on the GSA.gov website.
M	Total – This field is automatically calculated and will show the total travel cost requested for a given staff member. This amount is calculated by adding the Mileage Amount + Lodging Amount + Meals Amount + Incidentals Amount. The total amount shown in the green field in this column will be automatically copied onto the Invoice Summary Worksheet.

Equipment Worksheet

The Equipment worksheet provides the opportunity for partners to enter equipment costs incurred in support of activity under the contract. **Note: OOD requires that a receipt of purchase be submitted with any invoice that includes equipment costs. A copy of the receipt should be submitted each year if the item of equipment has a multi-year useful life.** A picture of the Equipment worksheet and a description of each lettered item (A to F) is offered below.

Opportunities for Ohioans with Disabilities (OOD)
VR CONTRACTS INVOICE DETAIL

Contractor Name: **0** **A** _____ to _____

Billing Period: _____ 01/00/00 **B** ← to → 01/00/00

EQUIPMENT		
Description <small>(As listed on the Budget Proposal)</small>	Indicate (C) for Contractor <u>OR</u> the Subcontractor's Initials	Amount <small>(Use amount from column on the Budget Proposal which is allowable reimbursement based on Useful Life)</small>
C	D	E
SUBTOTAL EQUIPMENT		F → \$0.00

A	Contractor Name – This field will be automatically filled in when the partner selects their name on the Invoice Summary Worksheet.
B	Billing Period – This field will be automatically filled in when the billing period dates are entered on the Invoice Summary Worksheet.
C	Equipment Description – This field is where partners should enter a brief description of the equipment item purchased.
D	Contractor or Subcontractor indicator – This field is where partners should indicate whether the person listed in the Position/Title column is a member of the contractor’s staff or the subcontractor’s staff. If the person is a member of the contractor’s staff, the letter “P” should be entered (meaning “Partner”). If the person is a member of the subcontractor’s staff, enter the initials of the name of the subcontractor’s business (e.g., Rehab Services would be entered as “RS”).
E	Amount – This field is where partners should enter the cost of the equipment purchased.
F	Subtotal Equipment – This field is automatically calculated and shows the total equipment amount being billed for that month. This amount is automatically copied onto the Invoice Summary Worksheet.

Staff Development & Resources Worksheet

The Staff Development & Resources worksheet provides the opportunity for partners to enter training and resource costs incurred in support of activity under the contract. A picture of the Staff Development & Resources worksheet and a description of each item (A to I) is offered below.

Opportunities for Ohioans with Disabilities (OOD)
VR CONTRACTS INVOICE DETAIL

Contractor Name: **A** _____
 Billing Period: 01/00/00 to 01/00/00
B

STAFF DEVELOPMENT & RESOURCES					
Individual's Name	Position/Title	Indicate (C) for Contractor OR the Subcontractor's Initials	Type of Training or Resource	Trainer	Total Cost
C	D	E	F	G	H
SUBTOTAL STAFF DEVELOPMENT & RESOURCES					I \$0.00

A	Contractor Name – This field will be automatically filled in when the partner selects their name on the Invoice Summary Worksheet.
B	Billing Period – This field will be automatically filled in when the billing period dates are entered on the Invoice Summary Worksheet.
C	Individual’s Name – This field is where the name of the employee should be entered for every individual for whom staff development and resource costs are being billed.
D	Position/Title – This field is where the position or job titles of the staff should be listed for every individual included in the staff development and resource amount being billed.

E	Contractor or Subcontractor indicator – This field is where partners should indicate whether the person listed in the Position/Title column is a member of the contractor’s staff or the subcontractor’s staff. If the person is a member of the contractor’s staff, the letter “P” should be entered (meaning “Partner”). If the person is a member of the subcontractor’s staff, enter the initials of the name of the subcontractor’s business (e.g., Rehab Services would be entered as “RS”).
F	Type of Training or Resource – This field is where partners should enter a brief description or subject of the staff development event or the type of resource purchased.
G	Trainer – This field is where partners should identify the provider of the training or staff development event being billed.
H	Total Cost – This field is where partners should enter the cost of the training or staff development event for each individual.
I	Subtotal Staff Development & Resources – This field is automatically calculated and shows the total staff development and resource amount being billed for that month. This amount is automatically copied onto the Invoice Summary Worksheet.

Occupancy Worksheet

The Occupancy worksheet provides the opportunity for partners to enter occupancy costs incurred in support of activity under the contract. Separate sections are provided for the primary partner (contractor) and each subcontractor. The contractor and subcontractor sections are identical in format and function. A picture of the contractor part of the worksheet and a description of each lettered item (A to H) is offered below, but the same instructions should be followed when completing the subcontractor section.

Opportunities for Ohioans with Disabilities (OOD)
VR CONTRACTS INVOICE DETAIL

Contractor Name: **A** 0

Billing Period: 01/00/00 to 01/00/00
B

OCCUPANCY	
GRAND TOTAL (of all Subcontractors) OCCUPANCY COSTS	H → \$0.00

Partner/Contractor or Subcontractor's Name: **C**

Percentage of Square Footage Assigned to Agreement/Contract: **D**

(Note: Utilize the percentage that was calculated on the Budget Proposal)

ACTUAL Allowable Costs

Rent	
Heat	
Electricity	
Water/Sewage	
Janitorial Service & Supplies	
Property Insurance	
Telephone (include computer lines, internet service, cellular, etc.)	
Security	
Service Maintenance Contracts	
Building Licenses/Permits	
Minor Maintenance Services & Supplies	
Subtotal Monthly Allowable Costs	F → \$0.00
SUBTOTAL OCCUPANCY COSTS (Based on %)	G → \$0.00

E

A	Contractor Name – This field will be automatically filled in when the partner selects their name on the Invoice Summary Worksheet.
B	Billing Period – This field will be automatically filled in when the billing period dates are entered on the Invoice Summary Worksheet.
C	Contractor or Subcontractor Name – This field is where the business name of the primary partner (contractor) or subcontractor should be entered, depending on which entity incurred the occupancy costs being billed.
D	Percentage of Square Footage Assigned to Agreement/Contract – This field is where partners should enter the percentage indicated on the approved Occupancy Budget.
E	Monthly <u>ACTUAL</u> Allowable Costs – These fields are where partners should enter the actual occupancy costs incurred during the billing period. The costs entered in these fields should reflect the costs incurred by the contractor or subcontractor for their entire facility . The percentage entered (letter E above) will be multiplied by these costs to determine the amount to be charged to the contract.
F	Subtotal Monthly Allowable Costs – This field is automatically calculated and shows the subtotal of the monthly occupancy costs billed that month before the percentage allocation is applied .
G	Subtotal Occupancy Costs – This field is automatically calculated and shows the subtotal of the occupancy costs being billed that month based on the allocated percentage. This amount is calculated by multiplying the Percentage of Square Footage Assigned to Agreement/Contract by the Subtotal Monthly Allowable Costs.
H	Grand Total Occupancy Costs – This field is automatically calculated and shows the total occupancy cost to be billed for that month. This amount is calculated by summing the Subtotal Occupancy Costs for the primary partner (contractor) and all subcontractors. This amount is automatically copied onto the Invoice Summary Worksheet.

Indirect Cost Worksheet

The Indirect Cost worksheet provides the opportunity for partners to enter the indirect costs incurred in support of direct activity under the contract. If indirect costs are to be charged to the contract according to a federally-approved indirect cost rate agreement or according to a rate determined by OOD, the top section of the worksheet should be completed. If indirect costs are to be charged to the contract according to an itemization of actual costs incurred (rather than according to a rate), the bottom section of the worksheet should be completed. *Please refer to the indirect cost discussion in Chapter 2 for information about indirect costs and how indirect cost rates are determined.* A picture of the Indirect Cost worksheet and each lettered item (A to Q) is offered below.

Opportunities for Ohioans with Disabilities (OOD)								
VR CONTRACTS INVOICE DETAIL								
Contractor Name:		0 A						
Billing Period:		01/00/00		to		01/00/00		
B								
Billing should be based on approved indirect cost rate or actual expenses as billed this period.								
INDIRECT COSTS - BASED ON APPROVED RATE								
Indicate (C) for Contractor OR the Subcontractor's Initials	Staffing from Worksheet (1)	Travel from Worksheet (2)	Equipment from Worksheet (3)	Staff Devt. & Resources from Worksheet (4)	Occupancy from Worksheet (5)	Total Direct Costs	Approved Indirect Cost Rate	Total Indirect Cost Charged to Grant
C	D	E	F	G	H	\$ I -	J	\$ K -
							\$ -	\$ -
SUBTOTAL INDIRECT COSTS BASED ON APPROVED RATE							L	\$ -
INDIRECT COSTS - BASED ON ACTUAL EXPENSES (APPROVED ON THE BUDGET)								
Indicate (C) for Contractor OR the Subcontractor's Initials	Itemization of Expenses							Total Indirect Cost Charged to Grant
M	N							O
SUBTOTAL INDIRECT COSTS BASED ON ACTUAL EXPENSES							P	\$ -
GRAND TOTAL OF ALL INDIRECT COSTS							Q	\$ -

- A** **Contractor Name** – This field will be automatically filled in when the partner selects their name on the Invoice Summary Worksheet.
- B** **Billing Period** – This field will be automatically filled in when the billing period dates are entered on the Invoice Summary Worksheet.
- C** **Contractor or Subcontractor indicator** – This field is where partners should indicate whether the person listed in the Position/Title column is a member of the contractor’s staff or the subcontractor’s staff. If the person is a member of the contractor’s staff, the letter “P” should be entered (meaning “Partner”). If the person is a member of the subcontractor’s staff, enter the initials of the name of the subcontractor’s business (e.g., Rehab Services would be entered as “RS”).
- D** **Staffing from Worksheet (1)** – When billing indirect costs according to an approved rate, this field is where partners should enter the direct staffing cost incurred for employees working under the contract. The amount entered in this field should equal the total cost for all contractor or subcontractor staff during the billing period. A separate line should be completed for the contractor and each subcontractor.

E	Travel from Worksheet (2) - When billing indirect costs according to an approved rate, this field is where partners should enter the direct travel cost incurred for employees working under the contract. The amount entered in this field should equal the total cost for all contractor or subcontractor travel during the billing period. A separate line should be completed for the contractor and each subcontractor.
F	Equipment from Worksheet (3) - When billing indirect costs according to an approved rate, this field is where partners should enter the direct equipment cost incurred for items purchased in support of the contract. The amount entered in this field should equal the total cost for all contractor or subcontractor equipment purchased during the billing period. A separate line should be completed for the contractor and each subcontractor.
G	Staff Devt. & Resources from Worksheet (4) - When billing indirect costs according to an approved rate, this field is where partners should enter the direct staff development and resource costs incurred for employees working under the contract. The amount entered in this field should equal the total cost for all contractor or subcontractor staff development and resource expenses during the billing period. A separate line should be completed for the contractor and each subcontractor.
H	Occupancy from Worksheet (5) - When billing indirect costs according to an approved rate, this field is where partners should enter the direct occupancy cost incurred for employees working under the contract. The amount entered in this field should equal the total cost for all contractor or subcontractor occupancy during the billing period. A separate line should be completed for the contractor and each subcontractor.
I	Total Direct Costs – This field is automatically calculated and shows the total direct cost for the billing period for the contractor and each subcontractor, respectively. This is calculated by summing the amounts in the preceding line item fields (D through H above).
J	Approved Indirect Cost Rate – When billing indirect costs according to an approved rate, this field is where partners should enter the indirect cost rate approved in their budget.
K	Total Indirect Cost Charged to Grant – When billing indirect costs according to an approved rate, this field is where the total indirect cost amount for the contractor and each subcontractor will be displayed. This field is automatically calculated by multiplying Total Direct Costs (item I) by the Approved Indirect Cost Rate (item J).
L	Subtotal Indirect Costs Based on Approved Rate – This field is automatically calculated and shows the combined total indirect cost to be charged to the contract for the contractor and all subcontractors when billing according to an approved rate.
M	Contractor or Subcontractor indicator – This field is where partners should indicate whether the person listed in the Position/Title column is a member of the contractor’s staff or the subcontractor’s staff. If the person is a member of the contractor’s staff, the letter “P” should be entered (meaning “Partner”). If the person is a member of the subcontractor’s staff, enter the initials of the name of the subcontractor’s business (e.g., Rehab Services would be entered as “RS”).
N	Itemization of Expenses – When billing indirect costs by itemizing actual expenses, this field is where partners should enter a brief description of the expense (for example, Executive Director salary and fringe costs, Accounting staff costs, or indirect supply costs).
O	Total Indirect Cost Charged to Grant – When billing indirect costs by itemizing actual expenses, this field is where partners should enter the actual cost amounts incurred by line item.
P	Subtotal Indirect Costs Based on Actual Expenses – This field is automatically calculated and shows the combined total indirect cost to be charged to the contract for the contractor and all subcontractors when billing according to itemized actual expenses.

Q **Grand Total of All Indirect Costs** – This field is automatically calculated by summing the indirect cost amount to be billed according to an approved rate (item L) and the indirect cost amount to be billed based on itemized actual expenses (item P). This amount is automatically copied onto the Invoice Summary worksheet.

Invoice Submission and Payment Process

The beginning of this chapter provided guidance about how to fill out the invoice template appropriately. The next part of this chapter will focus on invoice submission and payment, and the roles and responsibilities of OOD and its partners in that process.

The invoice payment process begins when the partner submits to OOD a completed invoice template. The invoice is directed to the RPS or other designated OOD staff person who will review the submission for completeness. The RPS or other designated OOD staff person will make a determination regarding whether appropriate progress was made toward the contract deliverables to justify the costs on the invoice. Once the RPS or other designated OOD staff person is satisfied that the template was completed appropriately and contractual obligations have been met by the partner, the invoice is approved internally for payment and submitted to OOD Accounts Payable. (If the invoice is found to be lacking information or if contractual obligations related to costs on that invoice have not been met, the invoice will be returned to the partner with a request for more information or justification of costs.)

When OOD Accounts Payable receives the approved invoice, a fiscal evaluation is conducted to ensure that there are funds available on the purchase order supporting the contract and that the approval process was properly followed. OOD Accounts Payable then completes a Pre-Processing Form to assign relevant accounting information to the invoice.

The Pre-Processing Form and approved invoice are then submitted to Ohio Shared Services (OSS), a division of the Ohio Office of Budget and Management. OSS passes the documents through its internal processes, enters payment information into the state accounting system, and issues the payment to the partner in the form of a paper check or electronic funds transfer. (If there is an issue with the documents submitted to OSS, OSS will contact OOD to resolve the issue and process the payment.)

OOD’s goal is to pay properly completed invoices within 30 days of the date of submission to OOD. It is important to note, though, that this timeline does not start until OOD has received a “proper” invoice, including all requested supporting documentation (including a completed Consumer Activity Report, when applicable). If OOD requests more information before approving the invoice, the 30-day timeline does not start until OOD has received the requested information and is satisfied with its content.

Chapter 4 discussed the invoice template and process partners should follow to obtain reimbursement for costs under the contract. The next chapter will focus on the activities OOD will conduct to monitor the expenditure of funds over time and ensure that partners are maintaining proper documentation of those expenditures.

CHAPTER 5 – MONITORING AND AUDITING

To this point the Handbook has addressed the requirements contained in third party cooperative arrangements and has offered guidance about how to complete the forms and follow the procedures needed to appropriately use and document contract funds. However, the work does not end with the expenditure of funds.

OOD has a legal obligation to examine program activities and expenditures in order to ensure that all processes and documentation requirements have been followed. As noted in Chapter 1 of this Handbook, Item number III of the COMPENSATION FOR SERVICES section on Page 1 of the contract establishes OOD's authority to evaluate expenditures under the contract. To this end, OOD will conduct monitoring and auditing activities to evaluate the degree to which appropriate case management procedures are followed, allowability of costs incurred under the contract, and adherence to documentation requirements from both a program and fiscal perspective. Partners play an important role in the monitoring and auditing processes in that partners are responsible for producing the requested documentation and for addressing any procedural questions OOD may have.

MONITORING: OOD has developed a process to evaluate program activity prior to the ending date of the contract. This process provides the opportunity to make mid-stream corrections to documentation procedures and to address any other issues of noncompliance that are uncovered during the evaluation without the finality of a formal audit. There are two methods that will be used to conduct monitoring activities: onsite monitoring visits and desk reviews.

Onsite Monitoring Visits

Onsite monitoring consists of a visit by OOD's Monitoring and Compliance Unit (MCU) staff to the partner's facility. During the visit, MCU staff will seek explanation and documentation of the programmatic processes and procedures used by the partner in performance of case management duties. Supporting documentation related to those activities will be requested. Documentation of the activities will then be evaluated according to standards established in the Code of Federal Regulations, the VR Monitoring and Technical Assistance Guide (MTAG), and other guidance documents.

The results of the onsite monitoring visit are recorded in the Quality Assurance Management Application (QAMA) on the Program Monitoring Form (see Attachment E in the Appendix to this Handbook). The form consists of 34 points of review organized into twelve (12) key areas. Partners will be evaluated according the standard for each point of review, and an indication will be made on the form describing whether the partner Meets the Standard (MS), Needs Improvement (NI), or if the item is Not Applicable (N/A). If improvement is needed, comments will be provided on the form as guidance and technical assistance to help the partner meet the standards.

Desk Reviews

As an alternative to onsite monitoring visits, OOD will make use of desk reviews to evaluate partners' adherence to fiscal budgeting and invoicing requirements, to assess compliance with case service documentation requirements, or in response to a specific incident or concern brought to the attention of the MCU. A typical desk review will not involve a request for documentation from the partner, though OOD may contact the partner for information that cannot be retrieved from the AWARE system or OOD's accounting records as circumstances dictate. A partner may not be notified that a desk review has been conducted unless OOD identifies an issue that requires additional follow-up.

AUDITING: The monitoring process affords the opportunity to make adjustments to the partner's ongoing procedures as an alternative to the more rigorous and structured process of an audit. The outcome of an audit is a legally binding resolution that may require partners to repay to OOD the amount of any unmitigated questioned costs. There is a sense of finality to an audit resolution that is less conducive to ongoing process improvement efforts than the technical assistance provided during monitoring activities. Nevertheless, as a steward of federal funding OOD bears a legal responsibility to see that expenditures are audited periodically and to minimize the financial risk to which the agency is exposed. Partners play a very important role in this process. Not only will partners be asked to provide information and documentation about their fiscal procedures and expenditure of funds, partners may also be asked to develop corrective action plans that address any areas of noncompliance identified during the audit.

An audit can be a complex undertaking, and it is important that partners understand the process and their role in it as the audit is carried out.

The process begins with a determination by the Manager of MCU that a given contract is due to be audited. OOD intends to audit contracts, or a representative sample of contracts, within two years of the contract ending date. However, as noted in the monitoring discussion above, the frequency with which a given partner will be audited may change depending on the level of financial risk detected during monitoring activities. Once it has been determined that an audit is due, the Manager of MCU will assign the contract to one of OOD's Auditors.

The Auditor will then begin to collect background information pertaining to the contract, such as the beginning and ending dates of the contract; the results of any prior audit related to the contract or an A-133 Single Audit, if applicable; the Catalog of Federal Domestic Assistance (CFDA) description of the purpose of the grant funding; and the Code of Federal Regulations (CFR) sections that apply to the expenditures under the contract. The Auditor will also hold a discussion with OOD Program staff to gain a clear understanding of the purpose of the agreement and the types of costs that would be acceptable under its terms.

At this point the Auditor will send to the partner an Engagement Letter introducing OOD's intent to audit the contract. The partner will also receive an Advanced Documentation Request (ADR) and a Management Representation Letter. The ADR identifies key documents that will be needed at the outset of the audit, including the partner's general ledger. The Management Representation Letter is the partner's assurance that the information provided to OOD is complete and accurate and there are no known material transactions that have not been reported. Additionally, the partner may receive an Internal Control Questionnaire (ICQ). The ICQ asks the partner to provide information about their fiscal and accounting structure and control mechanisms and will only be sent to the partner if an update is needed.

Upon receipt of the ICQ, ADR, and Management Representation Letter, the Auditor will use the information provided to identify the procedures needed to carry out the audit. The Auditor will determine whether the audit will be conducted onsite at the partner's facility or via a desk review conducted at OOD central office. If it is to be conducted onsite, the partner will be contacted to coordinate a date and time for the site visit. Once these details are settled, the Auditor may prepare an

Entrance Conference Memo to inform the partner of the steps that will be followed during the audit, and the roles and responsibilities of each party.

The next step in the process involves testing expenditures against the accounting and supporting documentation standards established in federal law. Auditing consists of significantly more testing and evaluation than is normally conducted during monitoring activities. Typically, the testing phase will begin by selecting a random sample of transactions related to the contract. Depending on the results of the testing on that sample, the Auditor may elect to expand the number of transactions to be tested. In general, the Auditor is looking to see that the expenditure was made on an allowable item during the contract period, and that the expenditure is supported by appropriate entries in accounting ledgers and other relevant documentation, such as receipts or paid invoices.

The Auditor will then prepare a report summarizing the results of the testing procedures. This report will identify any issues or discrepancies found during testing and will include a statement of *questioned cost findings*. Questioned cost findings are OOD's indication that the documentation provided by the partner was not adequate to satisfy the requirements established in federal law. As a result, the amounts of expenditures that are not adequately supported are identified as questioned costs, and the partner is asked to repay that amount to OOD.

Not all audits will result in questioned cost findings. In some cases, the partner's documentation meets the basic standards so the cost is not questioned, but there may be some detail or procedural control that is lacking. In this situation, the Auditor will include in the audit report a statement addressing the adequacy of internal accounting controls. This statement will identify any areas of weakness that should be addressed by the partner. This pertains to issues that were not so severe as to produce questioned cost findings but should be rectified in order to improve the partner's system of fiscal control.

Once the audit report is issued to the partner, the partner will be asked to sign and submit a *Receipt of Questioned Cost Findings* (or *Receipt of Audit Findings* if there are no questioned costs) to OOD acknowledging that the partner has received the report. If the partner disagrees with the findings in the audit report, OOD has developed an audit appeal process to provide the opportunity for the partner to clarify any remaining issues. The partner has 10 calendar days from the date they received the audit report to notify OOD that they wish to appeal the findings. The partner may also seek clarification of the findings by submitting a clarification request letter to OOD within those 10 days. The Auditor will then provide clarification to the partner in writing.

When the partner receives the clarification letter from OOD, the partner will have 30 additional calendar days to gather and submit any other documentation that may serve to justify questioned expenditures. The Auditor will evaluate the newly submitted documentation to determine if any portion of the questioned cost findings can be mitigated (reduced).

In addition to the possibility of having to repay OOD for questioned costs, the partner will be expected to develop corrective action plans to address any other areas of weakness or noncompliance identified in the audit. The partner will be asked to summarize their action plans in the form of responses to the findings in the report, and to submit those responses to OOD. The Auditor will then issue a final report including the remaining balance of questioned costs that must be repaid by the partner, if any, and submit an invoice to the partner seeking repayment. OOD will refer to this report and the proposed

corrective actions during subsequent monitoring and auditing activities to see that the corrective action plans were implemented.

APPENDIX

The following pages include samples of the various documents referred to throughout this Handbook. These samples are largely generic and any specific data that may appear on the documents is entered as an example only; it does not reflect any particular contract. The table below provides a summary of the attachments in this Appendix.

Attachment A	Case Management Agreement template
Attachment B	Interagency Cash Management Agreement (ICTA) template
Attachment C	Sample Semi-Annual Certification form
Attachment D	Sample Personnel Activity Reports (PARs)
Attachment E	Program Monitoring Form

Attachment A – Case Management Agreement Template

CONTRACT NUMBER

**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT**

THIS CONTRACT AND AGREEMENT consists of the attached Standard Terms and Conditions, the Exhibit [A] Scope of Services and Additional Terms, and all other attachments, which, in consideration of the mutual promises, covenants, and agreements set forth herein, is made and entered into by and between the **Opportunities for Ohioans with Disabilities Agency**, (hereinafter "OOD") and (hereinafter "Contractor"). The Contractor warrants that it possesses the necessary qualifications, expertise, and experience to perform the services described and set forth in the attached Exhibit [A]. Pursuant to Ohio Revised Code Section 3304.15, OOD may enter into agreements with Contractors to effectuate the purpose for which OOD was created. All activities under this Agreement shall be in compliance with the Rehabilitation Act of 1973 (29 USC 701, et. seq.) as amended in 1998, the purpose of which is to assist states in providing vocational rehabilitation services to individuals with disabilities.

Contractor, by signature on this document, hereby certifies and agrees to all the terms and conditions outlined and documents found herewith and will take no action inconsistent with the aforementioned terms and conditions as well as with all applicable federal, state, and local laws, rules, regulations, ordinances and executive orders. Failure to comply with applicable laws, rules, regulations, ordinances and executive orders shall be grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

This contract shall be in effect, unless terminated per the appropriate section of the terms and conditions, from through . In no event shall this contract be construed to financially obligate OOD beyond the current biennium. If OOD chooses to renew this contract on the same terms and conditions beyond any current biennium, OOD shall provide written notice of such renewal to contractor prior to expiration. This Agreement is not binding upon the parties unless executed in full.

COMPENSATION FOR SERVICES:

- I. OOD shall pay Contractor for services rendered not to exceed a total amount of \$.
- II. Where applicable, the total amount due was computed according to a cost schedule or budget which is hereby attached. Contractor may request changes to the approved cost schedule or budget, that do not change the total award amount, by submitting a written request to OOD. If OOD approves a requested change to the cost schedule or budget OOD shall notify the Contractor in writing at which time Contractor shall comply with the authorized and approved change. Any changes to a cost schedule or budget that would increase the total award amount shall only be approved via a written amendment signed and authorized by both parties to this Agreement.
- III. Contractor shall submit monthly invoices for compensation, with a description of services performed, within 30 days following completion of the services described in the attached Exhibit [A]. The invoice, where applicable, shall include documentation of services performed (e.g. number of individuals served, hours, location, etc.) during the monthly invoiced period. In all circumstances, compensation shall only be paid for actual services and/or expenses incurred, as authorized and described in the attached Exhibit [A] and/or attached cost schedule or budget, the sum of which shall not exceed the total contract amount. Receipts may be required for reimbursement; however, original receipts shall be retained by the Contractor for audit purposes and provided to OOD upon request. Upon request from OOD, Contractor shall submit a final fiscal report no later than 90 days after the end of the contract period, along with the return of any actual costs which cannot be properly documented.
- IV. Upon receipt and approval of the invoice by OOD, a voucher for payment shall be processed. Pursuant to Rule [3304-1-13](#) of the Ohio Administrative Code, when OOD purchases a good or service from any vendor or service provider, the vendor or service provider shall submit the bill to OOD within ninety days of OOD's acceptance of the good or service or within ninety days of the date OOD becomes aware of a bill being due. If the vendor or service provider can not submit the bill within ninety days, the vendor or service provider may request an extension indicating the reason for needing an extension and the amount of time needed. The request for an extension must be made in writing to the OOD executive director at least thirty days before the bill is due. If the bill is not submitted to OOD within ninety days of acceptance of the good or service or if a written extension is not requested, OOD may not pay the bill. When OOD asks a vendor to bill a third party before billing OOD, that vendor shall submit the bill within ninety days of receiving payment from the third party.
- V. All financial obligations of OOD under this contract are subject to the appropriation of sufficient funds by the Ohio General Assembly and or the U.S. Congress. If, at any time, sufficient funds are not appropriated or available to continue funding the payments due under this contract, it will be terminated on the date the available appropriation expires without any further obligations by OOD.

**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT**

STANDARD TERMS AND CONDITIONS

1. **DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR CONTROLLING BOARD APPROVAL:** If DAS or Controlling Board approval is required, this Contract shall not be valid and enforceable until appropriate approvals are received.
2. **CERTIFICATE OF AVAILABLE FUNDS:** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section [126.07](#), have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that OOD gives Contractor written notice that such funds have been made available to OOD by OOD's funding source.
3. **NATURE OF CONTRACT AND RELATIONSHIP OF PARTIES:**
 - a. OOD enters into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience. It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant, or employee of OOD or the State of Ohio. Neither Contractor nor its personnel, nor any subcontractor shall at any time, or for any purpose, be considered as agents, servants, or employees of OOD or the State of Ohio as a result of any work performed under this Agreement. Contractor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. OOD shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. Contractor shall be responsible for all of Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Contractor must receive OOD written approval prior to entering into any subcontract or joint venture for the delivery of services required by this Contract. If the Contractor enters into any agreement with a subcontractor, the Contractor is ultimately responsible for any and all actions or omissions by the subcontractor in the delivery of services under this contract. The Contractor shall, for each subcontract authorized by OOD, require its subcontractor(s) to agree and be bound to the same terms of this Agreement and shall not agree to terms inconsistent with, or at variance from, this Agreement.
 - b. Throughout the term of this contract, the Contractor shall provide OOD with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontractor, providing services under this contract.
 - c. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.
 - d. OOD may, from time to time, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within ten days after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to OOD's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. OOD retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement.
4. **NONDISCRIMINATION IN EMPLOYMENT:**
 - a. Pursuant to O.R.C., Section 125.111 and, where applicable, Executive Order 2011-05K, the Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in ORC 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Contractor further represents that they each have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and

have filed a description of the affirmative action program and progress report on its implementation with the Equal Opportunity Division of the Department of Administrative Services. **Contractor further represents and warrants that it has provided or will provide verification of such to OOD prior to execution of this Agreement.** Contractors may reference additional information and submit their affirmative action program description online at:

<http://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity/tabid/178/Default.aspx>

- b. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, or military status as defined in ORC 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry.
 - c. Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964, Equal Pay Act of 1962, Age Discrimination in Employment Act of 1967, Title IX of Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title I and Title V of the Americans with Disabilities Act of 1990, Fair Housing Act, Fair Credit Reporting Act, Equal Educational Opportunities Act, and the Uniform Relocation Act, as may be applicable.
 - d. Contractor and or subcontractor(s) agree to purchase goods and services related to this Agreement, if any, from certified MBE and EDGE vendors whenever feasible. Additional Information and vendor listings are available at: <http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>
5. **TAXES:** The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable Federal, State, and Local laws in the performance of the work hereunder. The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Contract. The contractor must provide workers compensation for their employees and submit proof upon request. OOD and the State of Ohio shall not be liable for any taxes under this Contract. Additionally, the State of Ohio, OOD is exempt from state, county, and transit sales taxes for services and goods supplied to and billed directly to OOD.
6. **CONTROLLING LAW:** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.
7. **COMPLIANCE WITH LAWS:**
- a. Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
 - b. The Contractor shall meet State of Ohio requirements for certification, licensure, and registration where applicable. Contractor shall be required to provide proof of such certification, licensure, and registration and to provide any renewal certification, licensure, and registration.
 - c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (O.R.C.) Section [3517.13](#)-Campaign; Political Parties-Failure to File Statements; O.R.C. Section [127.16](#)-Purchasing by Competitive Selection; or O.R.C. Chapter [102](#)-Public Offices-Ethics.
8. **TERMINATION OF CONTRACTOR'S SERVICES:**
- a. Prior to the expiration of the term of this Contract, either party may suspend or terminate the Contract, without cause, by providing written notice to the other party not less than thirty (30) days prior to the termination date. OOD may suspend or terminate the Contract immediately, with cause, by giving written notice to Contractor. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary or appropriate steps to limit disbursements and minimize costs. If requested by OOD, Contractor shall furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under the Contract, including, without

limitation, results, conclusions resulting therefrom, and any other matters OOD requires and shall deliver to OOD all work products and documents, which have been specifically prepared for OOD by Contractor in the course of providing services under the Contract. All such material shall become and remains the property of OOD, to be used in such manner and for such purposes as OOD may choose. Contractor shall be paid for services rendered up to the date Contractor received notice of termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by OOD for which Contractor has not rendered services shall be refunded. Contractor agrees to waive any right to, and shall make no claim for, additional compensation against OOD by reason of such termination.

- b. In the event of termination of this Contract, the provisions concerning confidentiality, as outlined in Article 11 below, shall remain binding upon the Contractor.
- c. Other than as outlined herein, termination pursuant to this Article will relieve either party of further obligation under this Contract. In no event will OOD be obligated to pay for any services not actually performed by the Contractor.

9. **MODIFICATION TO SERVICES:** OOD and the Contractor agree that any change in the rate(s) or type(s) of service shall require written agreement by both parties.

10. **RECORD KEEPING AND AUDITS:**

- a. During the performance of this Agreement and for a period of five years after its completion, Contractor agrees to maintain a proper system of accounting and auditable records, in a manner consistent with generally accepted accounting principles, to account for the expenditure of all funds provided by this agreement, including any and all direct and indirect costs expended, and to make these records available for review upon request by OOD representatives at all reasonable times, including regular working hours. Contractor further agrees to retain all records and reports for a period of not less than five years following audits by the appropriate state and federal auditing agencies or until questions arising from the audit have been resolved, whichever is later.
- b. OMB A-133 requires OOD, as the recipient of federal funds, to insure that sub-recipients complete an audit in accordance with the requirements of the Single Audit Act of 1984, P.L. 98-502, as amended, and the resulting OMB Circular A-133. If this is applicable to the Contractor, then the Contractor is required to adhere to the mandates of the Single Audit Act and OMB Circular A-133. The audit must be performed on an annual basis for each agency fiscal year if \$500,000 or more is expended in federal funds.
- c. Upon completion of the audit, the Contractor must send OOD written notification, as per requirements of Section 320(e)(2) of the Circular, to OOD Fiscal Management, 150 East Campus View Blvd., Columbus, Ohio 43235. If there is a finding with any OOD funds, the Contractor must submit a copy of the complete audit reporting package to OOD.
- d. Contractor agrees to comply with OMB A-133, Federal Auditing Requirements, where applicable. Contractor also agrees to comply with the applicable federal cost principle (OMB A-122 (2 CFR Part 230), Federal Cost Principles for Non-Profits Organizations; A-87 Federal Cost Principles for state and local governments; and/or A-21 Federal Cost Principles for colleges and universities) and OMB A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.
- e. The Contractor agrees to be responsible for the costs of any audit in which it is determined that the Contractor violated, in any material respect, any provision of Federal, State or local law.

11. **CONFIDENTIALITY:**

- a. Contractor shall not discuss or disclose any confidential individual information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the applicant, eligible individual, or former consumer. Contractor shall comply with the confidentiality provisions defined and outlined in O.R.C. Section 3304.21, O.A.C. Section 3304-2-63, 34 CFR 361.38, Attorney General Opinion 76-049, and as otherwise required pursuant to state and federal law.
- b. Contractor shall safeguard confidential individual information for which they have the authority to access by ensuring that the data is secure. The measures to secure the information include, but are not limited to, password protection, locked cabinet drawers, locked offices, logging off the computer, etc. Contractor is responsible for securing all computers (i.e.

Antivirus, Microsoft patches, etc.) and encrypting any mobile devices (i.e. laptops, tablets, smartphones, etc.) that may contain individual information. Any unauthorized access or inappropriate release or use of confidential individual information shall be reported immediately to the OOD Chief Legal Counsel. Unauthorized access, release or misuse of confidential individual information could result in termination of this agreement and possible criminal charges per state law.

- c. In the event of an appeal and/or other complaint is filed with OOD by an applicant, eligible individual or former consumer for OOD services, the Contractor agrees to make his or her staff and records available to OOD for its review, investigation, response and/or defense of the appeal and/or complaint.

12. LIABILITY:

- a. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.
- b. Contractor agrees to indemnify and to hold OOD and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, agents, employees, sub-contractor(s), suppliers, third parties utilized by Contractor, or joint ventures', while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Contractor shall bear all costs associated with defending OOD and the State of Ohio against any claims made because of Contractor's acts or omissions. (The indemnification provisions in this paragraph shall not be applicable to Agreements between OOD and other State of Ohio government agencies, instrumentalities or political subdivisions of the State).
- c. Upon request by OOD or if stated in Exhibit [A], Contractor, at its own cost, agrees to procure and continue in force at all times that this contract is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Contractor's obligations set forth herein. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one person as a result of any one incident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by OOD. A certificate reflecting the continuing coverage of all such policies procured by Contractor in compliance herewith shall be delivered to OOD at least thirty (30) days prior to the time such insurance is required to be carried by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies. Such insurance shall name OOD and the State of Ohio as additional insureds. Such policies shall bear an endorsement stating that the insurer agrees to notify OOD not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.

13. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE:

- a. No personnel of contractor, subcontractor or any person acting on behalf of contractor or a subcontractor shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions related to this Agreement.
- b. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to OOD in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless OOD shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- c. Contractor, by signature on this document, certifies that Contractor: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, and (2) will take no action inconsistent with those laws and any applicable order. Contractor understands that failure to comply with Ohio ethics and conflict of interest laws may, in itself, be grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio. Additional information concerning Ohio ethics laws may be found by accessing the following website: [http:// www.ethics.ohio.gov](http://www.ethics.ohio.gov)

14. **CAMPAIGN CONTRIBUTIONS:** Contractor hereby certifies compliance with O.R.C. Section 3517.13, as applicable. Any violation of O.R.C. Section 3517.13 by Contractor renders this Agreement void ab initio.
15. **ENTIRE AGREEMENT/WAIVER:**
- a. This Agreement, along with any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
 - b. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
 - c. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
16. **NOTICES:** Except as specifically provided otherwise, all notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the respective addresses on the signature page of this document.
17. **SEVERABILITY:** The provisions of this Agreement are severable and independent. If any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall, nevertheless, be binding and enforceable.
18. **HEADINGS:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
19. **RELATED AGREEMENTS:**
- a. The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without OOD's approval for the purchase of articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit [A], Scope of Services, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts, not otherwise specifically acknowledged within this Agreement without prior written approval by OOD. All work subcontracted shall be at Contractor's expense.
 - b. Contractor shall bind its subcontractor(s), if any, to the terms of this Agreement, so far as applicable to the work of the subcontractor(s), and shall not agree to any provision, which seeks to bind OOD to terms inconsistent with, or at variance from, this Agreement.
 - c. Contractor warrants that it has not entered into, nor shall enter into, other agreements, without prior written approval of OOD, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.
 - d. Contractor shall furnish to OOD a list of any and all subcontractors, if any, their addresses, tax identification numbers, and the dollar amount of each subcontract.
20. **DRUG FREE WORKPLACE:** The Contractor agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or subcontractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.
21. **RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE:**
- a. OOD shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared specifically for OOD, by the Contractor, subcontractor or any person acting on behalf of the contractor pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by OOD shall be subject to copyright by the Contractor in the United States or any other country.
 - b. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.

22. **ANTITRUST ASSIGNMENT:** Contractor assigns to OOD all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.
23. **FINDINGS FOR RECOVERY:** Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay to OOD any funds paid under this Agreement.
24. **DEBARMENT:** Contractor represent and warrant that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section [153.02](#) or O.R.C. Section [125.25](#) or the United States Department of Education, pursuant to [34 C.F.R. Part 85](#). If this representation and warranty is found to be false, this Agreement shall be void *ab initio* and Contractor shall immediately repay to OOD any funds paid under this Agreement.
25. **TRAVEL EXPENSES:** Contractor expressly understands that contractor shall not be compensated or reimbursed for any travel outside the State of Ohio in the performance of Contractor's obligations, duties and responsibilities under this Agreement, unless specifically authorized and approved by OOD. Any amounts approved by OOD for reimbursement of travel expenses shall be clearly and expressly outlined within the terms of this Agreement and shall not exceed any reimbursement rates authorized by Ohio law or rule of the Ohio Office of Budget and Management (OBM), the Ohio Department of Administrative Services (DAS) and/or, where applicable, the United States General Services Administration (GSA).
26. **SWEATSHOP FREE REQUIREMENTS:** Contractor certifies that all facilities used for the production of any supplies or performance of services offered are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws and are sweatshop free. This certification applies to any and all suppliers and/or subcontractor used by the Contractor in furnishing the supplies or services. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any subcontractor or suppliers used by the Contractor in performance of the Contract. If allegations are proven accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.
27. **BIENNIUM AND RENEWAL REQUIREMENTS:**
- a. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the end of the current biennium. If the completion date of this Agreement goes beyond any current biennium then at that time OOD may renew the remaining time of this Agreement on the same terms and conditions by giving written notice to contractor prior to the end of the current biennium, otherwise this Agreement shall terminate at the end of the then current biennium.
 - b. At the sole option of OOD, this Agreement may be renewed annually under the same terms and conditions applicable to this Agreement for any period of time, up to a maximum of twenty-four (24) additional months, provided that such renewal does not extend beyond the biennium in which the renewal takes place. If OOD chooses to exercise this option of renewal, OOD shall advise the Contractor, in writing, prior to the expiration of the current Agreement.
 - c. In accordance with Section 126.07 of the Ohio Revised Code, any renewal hereunder shall not be valid or enforceable unless and until the Director of the Office of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.
28. **CONFLICT OF TERMS:** Contractor understands and agrees that if there is a conflict, whether in whole or in part, between any of the terms in this Agreement, including the terms found in Exhibit [A] and any and all other attachments or parts of this Agreement, then OOD shall have sole authority and discretion, which shall not be inconsistent with any established law, to identify which term, or portion of such term, would control and Contractor agrees to follow such determination by OOD.
29. **EXECUTIVE ORDER-PROHIBITION OF THE PURCHASE OF OFF-SHORE SERVICES / TERMINATION, SANCTION, DAMAGES:**
- a. The Contractor affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following website: <http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>

- b. The Contractor also affirms, understands, and agrees to immediately notify OOD of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.
 - c. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. OOD is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to OOD all funds paid for those services. OOD may also recover from the Contractor all costs associated with any corrective action OOD may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.
 - d. OOD may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. OOD may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.
 - e. If OOD determines that actual and direct damages are uncertain or difficult to ascertain, OOD in its sole discretion may recover a payment of liquidated damages in the amount of fifty percent of the value of the Contract.
 - f. OOD, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, OOD may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services. Notwithstanding OOD permitting a period of time to cure the breach or the Contractor's cure of the breach, OOD does not waive any of its rights and remedies provided OOD in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.
30. SUCCESSORS/ASSIGNMENT/DELEGATION: Except as otherwise provided hereto, neither this Agreement nor any rights, duties, obligations or responsibilities hereunder may be assigned, delegated or transferred, in whole or in part, by Contractor, without the prior written consent of OOD. Any assignment or delegation not consented to may be deemed void by OOD.
31. EXECUTION:
- a. This Agreement is not binding upon the parties unless executed in full.
 - b. Contractor explicitly understands that services under this contract shall not begin, nor will Contractor be compensated for any of the services hereunder, until Contractor receives from OOD a fully executed copy of this Contract and, where applicable, a valid purchase order number.

[SIGNATURE PAGE FOLLOWS]

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**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT**

SIGNATURE PAGE

In Witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below their signature(s).

CONTRACTOR:

OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY:

Contractor Name and Title

Kevin L. Miller, Executive Director

Contractor Business Name

400 E. Campus View Blvd.

Contractor Address

Columbus, Ohio 43235

City, State, Zip

OAKS Vendor Identification Number

BY: _____
Executive Director Signature

Contractor Email

Date

BY: _____
Contractor Signature

Date

For OOD Use Only

	Agreement	Fiscal	Legal	DD	COS	AAPV	STD AF&DSC	MBE EDGE	RFP	Term	PO#
Initials						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Date											

Notes:

Rev. (FIF) 7/18/2014
Case Management-Contract.doc

EXHIBIT [A]

**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT**

SCOPE OF SERVICES AND ADDITIONAL TERMS

The following information provides a description of the Scope of Services and any additional terms, duties and obligations required of Contractor in performance of this Agreement with OOD. Contractor understands and agrees that if there is a conflict, whether in whole or in part, between the terms in this Exhibit [A] and any other terms in the attachments or any other part of this Agreement then OOD shall have sole authority and discretion, which shall not be inconsistent with any established law, to identify which term, or portion of such term, would control and Contractor agrees to follow such determination by OOD.

1. Statement of Needs:

- A. OOD's mission is to ensure individuals with disabilities achieve quality employment, independence and disability determination outcomes through integrated services, partnerships and innovation. All activities under this Agreement shall be in compliance with the Rehabilitation Act of 1973 (29 USC 701, et. seq.) as amended in 1998, the purpose of which is to assist states in providing vocational rehabilitation services to individuals with disabilities, as well as all corresponding Federal and State laws and rules, including, but not limited to, The Code of Federal Regulation (CFR) Title 34, Ohio Revised Code (ORC) Title 33, Chapter 3304 and Ohio Administrative Code (OAC) Chapter 3304.
- B. The purpose of this Agreement is for the purchase of case management activities for individuals with disabilities (also referred to as "consumers") who are applying or are eligible for Vocational Rehabilitation (VR) services. In addition, as per 34 CFR 361.36, when a state vocational rehabilitation program (i.e. OOD), does not have adequate resources to serve all eligible individuals in the state, an Order of Selection (OOS) is to be implemented. OOS delineates parameters for selecting the order in which eligible individuals with disabilities are served and requires that those individuals with the most significant disabilities are served first. Order of Selection is to be implemented on a statewide basis.
- C. OOD will maintain administrative supervision for all case management activities. OOD maintains all non-delegable functions of a designated state unit under 34 CFR 361.13(c). The non-delegable functions that shall be performed by a qualified vocational rehabilitation counselor employed by OOD include:
 - 1) Determination of eligibility - A qualified VR counselor employed by the agency must determine if an individual requires VR services to prepare for, secure, retain or regain employment (34 CFR 361.42(a)(1)(iii)).
 - 2) Development of the Individualized Plan for Employment (IPE) - A qualified VR counselor employed by the agency must approve and sign the IPE (34 CFR 361.45(d)(3)(ii)).
 - 3) Review of the IPE - A qualified VR counselor must review the IPE, at least annually, to assess the individual's progress in achieving the identified employment outcome (section 102(b)(2)(E) of the Act and 34 CFR 361.45(d)(5)).
 - 4) Amendment of the IPE - A qualified VR counselor employed by the agency must agree to and sign an amendment to an individual's IPE in order for it to take effect (34 CFR 361.45(d)(7)).
 - 5) Case closure - A qualified VR counselor employed by the agency must determine that an individual's employment outcome is satisfactory and that the individual is performing well on the job before the individual can be considered to have achieved a successful employment outcome and the individual's case can be closed (34 CFR 361.56(c)).

2. Statement of Services:

- A. Contractor shall provide Case management activities to applicants and individuals with disabilities who are determined eligible pursuant to state and federal law and in compliance with OOD policies, procedures and protocols.

The following demographics are provided:

- 1) Target Population –
- 2) Target Geographic Area –
- 3) Target Services – Case management activities excluding non-delegable functions per 34 CFR 361.13.

- B. **Case Management Activities** include, but may not be limited to the following:

- 1) Assignment of Individuals with disabilities to Contractor in compliance with informed choice as per 34 CFR 361.52. Contractor shall accept individuals in accordance with the terms outlined in this Agreement as well as those individuals referred to Contractor by OOD. Contractor shall not reject or eject an individual from the activities outlined in this Agreement without approval from OOD. If Contractor cannot serve an individual, Contractor shall meet with OOD and provide justification as to why that individual cannot be served by Contractor, which shall not be inconsistent with state and federal law and rules. Contractor's justification shall not include the cost of the service. OOD shall only approve Contractor's justification if it is in accordance with law and related to the best interest of the individual as opposed to administrative considerations.
- 2) Contractor shall meet with individuals with disabilities to provide information concerning their rights, federal and state regulations, and OOD policies and procedures. Contractor is responsible for opening a referral for the individual and inputting all of its actions into the AWARE case management system. For the duration of each case the contractor shall remain responsible to document progress in AWARE;
- 3) The contractor is responsible for contacting the individual within 5 days of referral. For each applicant, the contractor must provide documentation of a disability and a justification that the individual requires and would benefit from vocational rehabilitation services in order for OOD to make eligibility and order of selection determinations. Documentation must be sent to OOD within 30 days of application unless an alternate timeline is mutually agreed to by OOD and the contractor;
- 4) OOD will provide notice to the contractor of eligibility and order of selection decisions; the contractor is responsible to transmit this information to the individual within 5 days of receipt from OOD;
- 5) Within 100 days of OOD's eligibility determination, the contractor shall draft Individualized Plans for Employment (IPE) for each eligible individual. The draft IPE and a Comprehensive Assessment (CA) must be submitted to OOD for approval. Draft IPEs may be submitted beyond 100 days with mutual agreement by OOD and the contractor. Any draft IPE that may need to exceed 120 days shall require a completed time extension form;
- 6) Contractor is responsible for drafting authorizations for services as described in the approved plan. If changes to a Plan are required the contractor must submit an amendment and justification to OOD for approval;
- 7) For the duration of each case, the contractor shall make contact with each eligible individual, at a minimum, every 60 days the case remains active. Contractor shall manage and document each case to ensure timely service provision and status movement based on the eligible individual's needs;
- 8) At the conclusion of a case, the contractor must provide justification for case closure;
- 9) Contractor is responsible for ensuring that all vocational rehabilitation services purchased for the eligible individual shall be provided according to the OOD Fee Schedule definitions and service delivery methods

which are located in OOD Policies and Procedures. OOD Policies and Procedures are located on the OOD extranet;

- 10) Contractor shall be responsible for supervisory oversight of Contractor's staff, agents, employees, representatives, subcontractors, and all other individuals who are providing case management activities pursuant to this Agreement. The oversight includes but is not limited to completing case reviews; ensuring timely service provision to eligible individuals; serving as a point of escalation for appeals; assisting with interpretation and implementation of policies and procedures for subordinate staff; and monitoring performance and financial statistics;
- 11) OOD reserves the right to observe any interactions between contractor and eligible individuals, including individual counseling sessions; and
- 12) Contractor must participate in all OOD required meetings and trainings.

C. Minimum **Staffing** Requirement for Case Management Activities:

- 1) Individuals serving in a coordinator capacity shall be dedicated on a full-time basis to the contract. Contractor is responsible for ensuring that coordinator services to eligible individuals are not interrupted for more than 2 consecutive weeks.
- 2) The caseload of a coordinator shall not be less than 80 individuals.
- 3) Contractor shall not utilize shared contract supervisors with other contractors or subcontractors. It is understood by Contractor that Supervisors shall only be provided access and budgeted on one contract.
- 4) Ratio for Supervision and Support for 1 FTE coordinator:
 - a) Supervision - 1:6
 - b) Support Staff – 1:4

D. Requirements for **Case Management Activities**:

- 1) The Contractor shall provide the following number of deliverables:
 - a) Open cases on hand at any given time =
 - b) IPEs =
 - c) Competitively Employed Closures =
- 2) Contractor shall exclusively use OOD's Case Management System (AWARE), made available via OOD's Extranet, for confidential case information. Confidential case information shall not be copied or backed-up on a computer nor printed or retained in any fashion outside of the AWARE system. OOD shall obtain/maintain the required licenses for the Contractor's use of this system which shall be used for no other purpose than to conduct contract related activity and shall be in compliance with all OOD access requirements. Contractor shall strictly adhere to OOD policies and rules for use of the "AWARE" case management and data information system and shall consult with OOD and comply with OOD's document retention policies and rules, in addition to all other applicable state and federal laws, concerning the information that is obtained and maintained pursuant to Contractor's obligations under this Agreement.
- 3) Contractor is required to maintain hardware/software that meets the minimum requirements to run AWARE. These include the following specifications:
 - Processor – Intel i3 or better, AMD A8 or better
 - Memory – 4GB RAM, 8GB is preferable
 - Storage – 128 GB SSD drive or 500 GB or more
 - Network – Wireless or 100/1000 Mbps Wired

- Software – Computer with Microsoft operating system Windows 7 or 8 – 64 bit version (does not support other browsers such as Firefox, Chrome, Safari, etc.), any reputable anti-virus, Internet Explorer version 10 or better, Adobe Acrobat Reader 8.3 or better, MS Office 2010 or better
- Screen Readers – JAWS, Windows Eyes

4) Contractor shall immediately notify OOD as soon as contract staff leave or enter the contract to ensure appropriate access and permissions to the AWARE case management system. Contractor understands that each person on Contractor's staff has an individual and unique password that shall not be shared between staff members for any reason and that failure to maintain compliance with this provision shall be considered as a security breach.

E. Contractor may subcontract with the following listed subcontractor(s) to perform the work and services described in this Exhibit [A] and shall bind its subcontractor(s) to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind OOD to terms inconsistent with, or at variance from, this Agreement. Contractor is responsible to monitor the performance of the approved subcontractor.

Approved subcontractor(s) are as follows:

1)

3. Additional Fiscal and/or Budget Requirements:

- A. Contractor shall cooperate with all billing and budget requirements outlined in this Agreement as well as any additional fiscal requirements and documentation that is mutually agreed to by the parties and specifically authorized by OOD.
- B. Contractor is required to repay any funds expended under the Agreement in the event that OOD determines such costs to be unallowable.
- C. Contractor shall submit a final fiscal report to OOD no later than 90 days after the end of the contract period, along with the return of any actual costs which cannot be properly documented.
- D. Contractor shall invoice OOD on a monthly basis.
- E. OOD reserves the right to adjust budgeted amounts and funding categories in the event the contract deliverables are not being met.
- F. Budget Requirements: Where applicable, Contractor shall comply with cost principals described in 2 CFR Part 225 (OMB circular A-87 for state and local governments), 2 CFR Part 230 (OMB circular A-122 for non-profit organizations), or 2 CFR Part 220 (OMB circular A-21 for educational institutions). Contractor's budgets shall only include Allowable Costs. Per 34 CFR 80.20(b)(5) Applicable OMB cost principles, agency program regulations, and the terms of grant and subgrant agreements will be followed in determining the reasonableness, allowability, and allocability of costs. Contractor's use of funds included in the approved budget shall conform to the limitations described below:
- 1) Paid Leave – Contractor shall notify OOD in all circumstances where Contractor's staff utilizes more than 2 consecutive weeks (80 hours) of leave. Contractor shall ensure that services provided under this Agreement are continuous and shall not be delayed or interrupted due to any leave time or otherwise, and any replacement and/or substitution of staff shall be in compliance with all education, training, licensure, certification and experience requirements outlined in this Agreement. Contractor understands that compensation for leave shall be limited to the available balance in the total operating budget approved by OOD for this Agreement. Any reallocation of resources shall be approved in advance by OOD and shall be in accordance with the terms of this Agreement.
 - 2) Restrictions on Supplemental Wage Payments – Contractor shall not invoice, nor shall OOD reimburse Contractor, for any supplemental wage payments, including but not limited to merit pay, severances, accrued leave payout, gifts, bonuses.

- 3) Lodging, Per Diem, and Mileage Reimbursement – Lodging and per diem costs shall only be reimbursed if incurred during travel for OOD-mandated or sponsored training events. Any reimbursement hereto shall be limited to no greater than those amounts allowed pursuant to State of Ohio policy and rules for travel reimbursement or as outlined in this Agreement or corresponding budget, whichever is the lowest cost. Mileage budgets shall be established based on the total miles traveled per position during the previous contract period, however, payment/reimbursement for any mileage or costs hereto shall only be provided for actual costs incurred.
- 4) Out-of-State Travel – Out-of-State travel is prohibited unless specifically requested by OOD.
- 5) Staff Development – Training and development budgets shall be restricted only to OOD-mandated training or events sponsored by OOD.
- 6) Accreditation and/or Licensure Costs – Contractor shall not invoice, nor shall OOD reimburse Contractor, for any accreditations and/or licensure costs, including but not limited to CARF (i.e. Commission on Accreditation of Rehabilitation Facilities) accreditation.

4. Education/Training, Licensure/Certification and Experience:

- A. Education: Supervisors, coordinators and caseload assistants shall possess a minimum of a bachelor's degree in a related field (i.e. rehabilitation counseling, counseling, social work, psychology, sociology, special education, speech and hearing, or rehabilitation teaching). Supervisors, coordinators and caseload assistants who have been trained and who were operating under the prior Agreement between the parties, from the fiscal year immediately preceding this Agreement, may continue to provide services under this Agreement, however, this provision shall not be applicable to any supervisor, coordinator and caseload assistants who do not have, at a minimum, a bachelor's degree.
 - 1) Should Contractor need to replace a supervisor, coordinator or caseload assistant, Contractor shall provide OOD with education credentials and receive approval from OOD prior to allowing the individual to work on the contract.
- B. Contractor shall maintain necessary accreditation and provide OOD with a current copy of same unless granted a waiver by the OOD Executive Director pursuant to Ohio Administrative Code Section 3304-1-12(G). Contractor shall ensure that any sub-contractor also maintains necessary accreditations, or secure an appropriate waiver, and will provide OOD with a current copy of same.

5. Monitoring, Evaluation and Reporting:

- A. Contractor shall comply with program and fiscal monitoring evaluations and periodic reviews conducted by OOD to assess the progress, achievements, and deliverables of this Agreement.
 - 1) If OOD determines that Contractor has not complied with a required term and/or deliverables of this contract, in addition to any other rights and remedies available, OOD may require Contractor to submit a corrective action plan to resolve any deficiencies within 30 days of said request to Contractor. Failure to resolve or make progress to resolve any non-compliance hereto may lead to termination of this contract.
- B. Contractor shall cooperate with the following monitoring and evaluation requirements:
 - 1) Contractor staff shall be responsible for coordinating and preparing information for fiscal and programmatic monitoring and evaluation activities, as determined by OOD;
 - 2) Contractor shall submit a quarterly review report, on the format provided by OOD, summarizing the current status of the Project, achievements, and any issues/concerns that need to be addressed; and
 - 3) Contractor shall perform case reviews as set forth in OOD Policies and Procedures for case reviews, with a minimum requirement of five (5) case reviews per year per VR Coordinator.

- A. Notwithstanding any termination provision within this Agreement, if OOD provides a notice of termination to Contractor, OOD may choose to provide Contractor with an opportunity to cure any breach that resulted in such notice of termination. Such cure period shall be no longer than fifteen days after providing Contractor written notice of the opportunity to cure. During the cure period OOD may substitute services for Contractor and recover from Contractor any costs associated with acquiring and/or providing the substitute services. OOD does not waive any of its rights and remedies provided OOD in this Agreement, including but not limited to recovery of funds paid for services and costs associated with corrective action.

- B. Visual Identity – Funding Recognition Logo & Guidelines: Contractor shall follow the established Visual Identity Guidelines, provided by OOD, and use an approved OOD logo in all official project related correspondence, including but not limited to: Brochures, Business Cards, Media Releases and Newspaper Articles.

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DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Banning the Expenditure of Public Funds on Offshore Services

IF CONTRACTOR/GRANTEE HAS NOT ALREADY COMPLETED THIS FORM AS PART OF A REQUEST FOR PROPOSAL – CONTRACTOR/GRANTEE MUST COMPLETE THIS FORM AND SUBMIT IT WITH THE SIGNED CONTRACT/GRANT

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Bidder/Offeror affirms, understands and will abide by the requirements of Executive Order 2011-12K issued by Ohio Governor John R. Kasich. If awarded a contract, the Bidder/Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website: (<http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>).

The Bidder/Offeror shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Bidder/Offeror not responsive and no further consideration will be given to the response. Bidder/Offeror’s offering will not be considered. If the Bidder/Offeror will not be using subcontractors, indicate “Not Applicable” in the appropriate spaces.

- 1. Principal location of business of Contractor:

(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

- 2. Location where services will be performed by Contractor:

(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

(Address) (Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

(Name) (Address, City, State, Zip)

Attachment B – Interagency Cash Transfer Agreement (ICTA) Template

**Interagency Agreement
between the
Opportunities for Ohioans with Disabilities Agency
and
Agency Name**

I. INTRODUCTION

This Agreement, in consideration of the mutual promises, covenants, and agreements set forth herein, is made and entered into by and between the Opportunities for Ohioans with Disabilities Agency (hereinafter "OOD"), 400 E. Campus View Blvd. Columbus, Ohio 43235 and **Agency Name** (hereinafter "Agency"), **Agency Address**. Pursuant to Ohio Revised Code Section 3304.15, OOD may enter into agreements to effectuate the purpose for which OOD was created. All activities under this Agreement shall be in compliance with the Rehabilitation Act of 1973 (29 U.S.C. 701, et seq., as amended in 1998), the purpose of which is to assist states in providing vocational rehabilitation services to individuals with disabilities.

II. PURPOSE

OOD and Agency desires to partner, share efforts, coordinate plans and work collaboratively to effectuate the underlying purposes of this agreement which will be in accordance with the terms and conditions prescribed by the parties, to wit:

The purpose of this agreement is to coordinate the transfer of cash funds from Agency to OOD so that OOD can appropriately use the funds as state match for the Federal Vocational Rehabilitation Grant to provide vocational rehabilitation services. (i.e. Draw down federal dollars which shall be used to provide services to individuals with disabilities in accordance with the Rehabilitation Act of 1973 and all applicable amendments, laws and statutes hereto).

III. MUTUAL UNDERSTANDING OF THE PARTIES

As the underlying purpose of this Agreement is for the transfer of cash funds to effectively draw down federal dollars for use by OOD for OOD's program purposes, it is

also understood that OOD will focus, where appropriate, the benefit of the funds hereto, for providing services in the local areas that are served by Agency.

IV. GENERAL AGREEMENT PROVISIONS

A. TERM

This agreement shall be for a term commencing **Enter start date** and will remain in effect until **Enter completion date**, subject to the termination provision contained herein. The parties may agree to further agreement renewals, modifications, additions and/or deletions upon mutual written consent of the parties. If the completion date of this Agreement goes beyond any current biennium then prior to the end of the current biennium either party may provide written notice renewing the remaining time of this Agreement on the same terms and conditions, otherwise this Agreement shall terminate at the end of the then current biennium.

B. FISCAL RESPONSIBILITIES

1. Agency shall forward cash funds to OOD, by check or Intra-State Transfer Voucher (ISTV), semi-annually or as otherwise agreed between the parties. The total amount to be transferred from Agency to OOD for the term of this Agreement shall not exceed \$.
2. OOD and Agency shall cooperate regarding adjustments of amounts outlined in this Agreement which have not already been forwarded to OOD but are designated to future installment in order to balance appropriations hereto with program expenditures.
3. Agency hereby acknowledges and certifies that the funds provided by Agency to OOD for use as state match are non-federal dollars and have not been nor will be counted toward satisfying a cost sharing or matching requirement of another federal grant agreement, a federal procurement contract, or any other award of Federal funds per 34 CFR 80.24(b)(3).
4. Agency understands that funds provided by Agency to OOD are non-refundable. Funds not expended during the Agreement period shall be retained by OOD and used for OOD program expenditures as allowed by law.
5. The parties agree, for a period of five years, to maintain receipts and records of costs and expenditures for audit purposes and to comply with the fiscal guidelines of the Ohio Office of Budget and management (OBM) as it relates to State agencies as well as any applicable federal fiscal and audit guidelines.

6. All financial obligations of the parties under this agreement are subject to the appropriation of sufficient funds by the Ohio General Assembly and/or the U.S. Congress. If, at any time, sufficient funds are not appropriated or available to continue funding the payments due under this Agreement, it will be terminated on the date the available appropriation expires without any further obligations of the parties.

C. CERTIFICATION OF FUNDS

It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the party using grant funds gives the other party written notice that such funds have been made available to the party by the party's funding source.

D. CONFIDENTIALITY

The parties agree to comply with the confidentiality provisions in accordance with federal and state laws, federal regulations and the administrative rules of each party, and in particular with the confidentiality provisions located in O.R.C. 3304.21, O.A.C. 3304-2-63, 34 C.F.R. 361.38 and Attorney General Opinion 76-049.

In the event of an appeal, complaint, or other legal proceeding, the parties agree, as allowed by law, to have their staff and records available to each other and/or the Ohio Attorney General, for review, investigation, response and/or defense of such action.

E. AMENDMENTS

This agreement may be modified or amended upon mutual written consent of the parties.

F. TERMINATION

Either party shall have the right to terminate this agreement, with or without cause, by giving written notice of the party's intention to terminate thirty (30) calendar days prior to the intended date of termination.

In the event of termination of this Agreement the provision of this Agreement relating to "confidentiality" shall remain binding upon the parties.

G. RENEWAL

This agreement may be renewed, as needed, and in accordance with mutual written consent of the parties.

H. PARTIAL INVALIDITY

A Judicial or administrative finding, order or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

I. DRUG-FREE WORKPLACE

The parties agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted sub-contractors/grantees purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

J. BREACH AND DEFAULT

Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal remedies available, without limitation available under the laws of the state of Ohio. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.

K. EQUAL EMPLOYMENT OPPORTUNITY

The parties agree that in the performance of this agreement, or in the hiring of any employees for the performance of work under this agreement, the parties shall not by reason of race, color, religion, sex, age, disability, national origin, ancestry, veteran status, sexual orientation, genetic information or gender identity discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates.

L. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATION

The parties, in the execution of duties and obligations under this agreement, agree to comply with all applicable federal, state and local laws, rules, regulations and ordinances, as well as any applicable executive orders.

It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (O.R.C.) Section 3517.13-Campaign, Political Parties-Failure to File Statements; O.R.C. Section 127.16-Purchasing by Competitive Selection; or O.R.C. Chapter 102-Public Offices-Ethics.

M. ENTIRETY OF AGREEMENT

All terms and conditions of this agreement are embodied herein and constitute the entire understanding between the parties. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties. Neither this agreement, nor any rights, duties, nor obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This agreement shall be construed under the laws of the State of Ohio.

N. LIMITATION OF LIABILITY

Each party shall accept and be responsible for its own acts or omissions, as well as those of its employees discharging its obligations under this Agreement. Nothing in this Agreement shall be interpreted or construed to place any responsibility for acts or omissions of one party or its employees onto the other party. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

O. FINDINGS FOR RECOVERY

The parties warrant that they are not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and the violating party shall immediately repay to the other party any funds paid under this Agreement.

P. DEBARMENT

The parties represent and warrant that they are not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either O.R.C. Section [153.02](#) or O.R.C. Section [125.25](#) or the United States Department of Education, pursuant to [34 C.F.R. Part 85](#). If this representation and warranty is found to be false, this Agreement is void *ab initio* and the violating party shall immediately repay to the other party any funds paid under this Agreement.

Q. NOTICES

All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

R. HEADINGS

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

S. INTERAGENCY DISPUTES

The parties agree that the Executive Director of OOD and **Agency Name** shall resolve any disputes between the parties concerning responsibilities under, or performance of, any of the terms of this Agreement. In the event the directors cannot agree to an appropriate resolution to a dispute, they shall be referred to the Office of the Governor for a final, binding determination resolving the dispute.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

Name of Signer and Title
Name of Agency

Kevin L. Miller, Executive Director
Opportunities for Ohioans with
Disabilities Agency

Date

Date

For OOD Use Only

	Agreement	Fiscal	Legal	DD	COS	AAPV	STD AF&DSC	MBE EDGE	RFP	Term	PO#
Initials						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Date											

Notes:

Rev. (FIF) 8/19/2014
[Interagency Agreement.doc](#)

Attachment C – Semi-Annual Certification Form Sample

Semi-Annual Certification

(Staff Working Solely on one Cost Objective)

This is to certify that <Employee Name> has worked 100% of his/her time for the period October 1, 2013 through March 31, 2014 on the VR program under the agreement between OOD and <Name of Primary Contractor>.

Signature of Employee

Printed Name of Employee

Date

Signature of Supervisor

Printed Name of Supervisor

Date

Attachment D – Personnel Activity Report Samples

example

Employee Timesheet

Employee Name: _____ 2/2/13 2/15/13
Pay Period: _____

Date	In	Out	at home	Vacation Used	Sick Time Used	Personal Used	Holiday Pay	Hours Worked	OFLC	Reentry Grant	RSC VRP3	G&A				
Saturday, February 02, 2013								0.00	-	-	-	-				
Sunday, February 03, 2013								0.00	-	-	-	-				
Monday, February 04, 2013	8:45 AM	5:15 PM						8.50	-	-	-	8.50				
Tuesday, February 05, 2013	8:30 AM	6:00 PM	3					12.50	-	-	2.00	10.50				
Wednesday, February 06, 2013	7:30 AM	5:30 PM						10.00	-	-	0.25	9.75				
Thursday, February 07, 2013	8:45 AM	5:45 PM						9.00	-	-	5.00	4.00				
Friday, February 08, 2013	8:00 AM	5:45 PM						9.75	-	-	-	9.75				
Sub Totals								0.00	0.00	0.00	0.00	0.00	0.00	49.75	7.25	42.50
								Weekly Total								

Date	In	Out	Vacation Used	Sick Time Used	Personal Used	Holiday Pay	Hours Worked	OFLC	Reentry Grant	RSC VRP3	G&A					
Saturday, February 09, 2013							0.00	-	-	-	-					
Sunday, February 10, 2013							2.00	-	-	-	2.00					
Monday, February 11, 2013	8:45 AM	6:30 PM	2				9.75	-	-	1.00	8.75					
Tuesday, February 12, 2013	9:00 AM	5:00 PM					8.00	-	-	8.00	-					
Wednesday, February 13, 2013	8:45 AM	5:00 PM					8.25	-	-	1.00	7.25					
Thursday, February 14, 2013	8:45 AM	5:00 PM					8.25	-	3.00	1.00	4.25					
Friday, February 15, 2013	8:00 AM	4:00 PM					8.00	-	-	-	8.00					
Sub Totals								0.00	0.00	0.00	0.00	0.00	44.25	3.00	11.00	30.25
								Weekly Total								
								Total Hours					94.00	0.00	18.25	72.75

Employee Signature: _____
Date Submitted: _____
Approval Signature: _____
Date Approved: _____

2009/10 Contract Manual

Personnel Activity Report - Employee Paid Salary
 Contract Staff - Multi-funded: Time Charge to only one DOR Contract Line Item Position

Month/Year: August 2006

Facility Name: College of Northern California

Sample

Title: Program Coordinator

Employee: Kaelin Smith

Program/Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Totals
DOR Contract	4	6	3				8	8	4	2			8	7	8	8	2		3	8	8	8	5		2	8	8	8		121	
WorkAbility I	4	2	3						4	5			1			6			5				3		6					31	
Other										1																					
Total Hours Worked - Daily	8	8	8				8	8	8	8			8	8	8	8	8		8	8	8	8	8		8	8	8	8		161	

I certify that the time distribution recorded on this personnel activity report is a true after-the-fact representation of the actual time worked on specific programs/activities for the period indicated, and I have full knowledge of 100 percent of these activities.

Employee Signature: _____ Date: _____
 Supervisor Signature: _____ Date: _____
 (Optional)

Key:

- A = Total Hours Worked for Program/Activity
- B = Total Hours - All Programs/Activities
- C = Percentage of time allocation (A/B) Amount Charged (Total Monthly Salary/Employer Paid Benefits multiplied by Percentage of time allocated to Program/Activity)
- D = Total Monthly Salary/Employer Paid Benefits Amount =

Program/Activity	A	B	C	D
DOR Contract	126	168	75%	\$ 3,012.81
WorkAbility I	39	168	23%	\$ 932.54
Other	3	168	2%	\$ 71.73
Total:	168		100%	\$ 4,017.08
Total Monthly Salary/Employer Paid Benefits Amount =				\$4,017.08

* This sample PAR would be used to allocate the % of time worked to specific program/funding sources where the contract staff person is performing duties/services of only one DOR Contract line item position. This PAR (or equivalent) would need to be completed in addition to a facility payroll timesheet that only accounts for leave time or total hours paid.

Personnel Activity Report - Employee Paid Hourly
 (Contract Staff - Multi-funded: Hours charged to only one DOR Contract Line Item Position)

Sample

Facility Name: Mid-County USD

Employee: Steve Johnson

Month/Year: August 2006

Title: Job Coach

Program/Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Totals
DOR Job Coach	4	6	3				8	8	4	3			8	7	8	8	2			3	8	8	8	5			2	8	8	8	127
WorkAbility I	4	2	5						4	5				1			6			5				3			6			41	
Total Hours Worked - Daily	8	8	8				8	8	8	8			8	8	8	8	8			8	8	8	8	8			8	8	8	168	

I certify that the time distribution recorded on this personnel activity report is a true after-the-fact representation of the actual time worked on specific programs/activities for the period indicated, and I have full knowledge of 100 percent of these activities.

Date: _____

Supervisor Signature: _____

Date: _____

(Optional)

Program/Activity	# Hours	Hourly Wage Rate	Total Wage Amount
DOR Job Coach	127	\$ 12	\$ 1,524.00
WorkAbility I	41	12	\$ 492.00
Total:	168		\$ 2,016.00

Total Wages Paid = \$ 2,016.00

Any allowable employer-paid benefits would be calculated separately to determine the fair share amount to be billed to DOR for this contract staff person.
 * This sample PAR would be used to allocate the time worked to specific program/funding sources of a contract staff person who is budgeted based on hours rather than percentage of time/FTE. This PAR (or equivalent) would need to be completed in addition to a facility payroll timesheet that only accounts for leave time or total hours paid.

2009/10 Contract Manual

Personnel Activity Report - Employee Paid Salary
 Contract Staff - Multi-funded: Time charged to two separate DOR line item positions

Facility Name: Utopia USD Month/Year: August 2006
 Employee: David Tanner Title: Program Coordinator

Sample

Program/Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Totals
DOR TPP - Prog. Coordinator	4	3	3				6	8	4	2		7	7	8	4	2		3	8	6	8	5		2	8	8	8		114		
DOR TPP - Job Coach	3						2					1			4						2									12	
WorkAbility I	4	2	3					4	5				1			6			5			3								39	
Other				2					1																					3	
Total Hours Worked - Daily	8	168																													

I certify that the time distribution recorded on this personnel activity report is a true after-the-fact representation of the actual time worked on specific programs/activities for the period indicated, and I have full knowledge of 100 percent of these activities.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

(Optional)

Program/Activity	A	B	C	D
DOR TPP - PC	114	168	68%	\$ 2,725.88
DOR TPP - JC	12	168	7%	\$ 286.93
WorkAbility I	39	168	23%	\$ 932.54
Other	3	168	2%	\$ 71.73
Total:	168	100%		\$ 4,017.08

Total Monthly Salary/Employer Paid Benefits Amount = \$4,017.08

* This sample PAR would be used to allocate % of time worked to specific program/activity where the contract staff person is performing duties/services for more than one DOR contract position. This PAR (or equivalent) would need to be completed in addition to a facility payroll timesheet that only accounts for leave time or total hours paid.

Key:

- A = Total Hours Worked for Program/Activity
- B = Total Hours - All Programs/Activities
- C = Percentage of time allocation (A/B) Amount Charged (Total Monthly Salary/ Employer Paid Benefits multiplied by % of Time allocated to Program/Activity)
- D =

2009-10
Contract Manual

**Personnel Activity Report
(Contract Staff - Teachers/Group Setting)**

Contractor Name: Central Valley USD

Month/Year: March 2006

Employee: Jan Goodwin

Sample

Title: Teacher

<u>Program/Activity (based on actual hours and/or class periods worked)</u>	<u>Percentage of Time*</u>
DOR: TPP Vocational Instructor	= 20%
Other: Special Education Teacher/Other	= 80%
Total Activity - All Programs	<u>100%</u>

Pro-ration Percentage (if applicable):

<u>Total Active DOR Clients (excluding DOR Clients in 04 status or non-DOR Clients)</u>	=	<input type="text" value="95%"/>	Attach roster/list to support pro-ration
<u>Total Participants in class/group setting</u>			

A. Percentage of Actual Time in DR Program this Month:

<u>DOR Percentage of Time**</u>	=	<input type="text" value="19%"/>
---------------------------------	---	----------------------------------

** If applicable, multiply initial DOR Percent of Effort by Pro-ration Percentage to determine final DOR Percent of Effort percentage.

B. Total Salary and Benefits

<u>Actual Salary + Actual Employer Paid Benefits</u>	=	<input type="text" value="\$ 4,500.00"/>
<u>Actual Cost to DOR (A X B)</u>	=	<input type="text" value="\$ 855.00"/>

I certify that the time distribution recorded on this personnel activity report is a true after-the-fact representation of the actual time worked on specific programs/activities for the period indicated, and I have full knowledge of 100 percent of these activities.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____
(Optional)

Briefly explain how the Percentage of Time was determined:

TPP Class of 5 Total Classes

Attachment E – Program Monitoring Form

Program Monitoring Form - Contracts

Program/Contract Name: _____
 Program Administrator Name _____ / and Email: _____
 OOD Contact/Subject Matter Expert (SME) Name: _____
 OOD Liaison Name, if applicable: _____
 Lead Evaluator/Reviewer Name: _____
 Bureau: BVR BSVI Contracts Other _____
 Program/Contract Start Date: _____ Program/Contract End Date: _____
 Review Date _____

REVIEW RESULTS KEY:

(MS) MEETS STANDARDS (NI) NEEDS IMPROVEMENT (N/A) NOT APPLICABLE

ALL AREAS OF REVIEW INCLUDE ELECTRONIC AND/OR ONSITE REVIEWS

*** Contractor must provide comments/feedback on all areas within 14 days that have been identified as "Needs Improvement" or requires Corrective Action / Follow Up

A. QUALITY & LEARNING/GROWING: MS NI N/A

Contractor	Yes	No	N/A
# of case reviews (5 per Counselor/Coordinator per year) and quality on-site observations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
Current/appropriate staff credentials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
Policies and procedures exist, including treatment of confidential personal information (CPI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
Describe any obstacles that have hindered progress toward achieving contract deliverables			
Comments: Click here to enter text.			
OOD	Yes	No	N/A
Staffing levels in accordance with contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
Current/appropriate accreditation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
Participating in OOD/Contractor meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
Overall Comments: Click here to enter text.			
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.			

CASE PROCESS

B. VR REFERRAL: MS NI N/A

Contractor	Yes	No	N/A
Following OOD procedure of scheduling an initial appointment within five (5) business days of referral	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
OOD	Enter Score		
Case Review Score for referral section (Qs 8 & 9)			
Comments: Click here to enter text.			

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Overall Comments: Click here to enter text.
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.

C. APPLICATION: MS NI N/A

Contractor	Yes	No	N/A
<i>Processing applications completely and timely</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
OOD	Enter Score		
<i>Case review score for application section (Qs 1-4, 10-11)</i>			
Comments: Click here to enter text.			
Overall Comments: Click here to enter text.			
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.			

D. ELIGIBILITY: MS NI N/A

OOD	Enter Score
<i>Case review score for eligibility section (Qs 12-17, 19, 22, 24, 27-29)</i>	
Comments: Click here to enter text.	
Overall Comments: Click here to enter text.	
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.	

E. ORDER OF SELECTION: MS NI N/A

Contractor	Yes	No	N/A
<i>Communicating OOS priority categories to applicant/eligible individuals</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
OOD	Enter Score		
<i>Case review score for Order of Selection Section (Qs 18-21, 23, 30-31)</i>			
Comments: Click here to enter text.			
Overall Comments: Click here to enter text.			
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.			

F. IPE DEVELOPMENT AND IMPLEMENTATION: MS NI N/A

Contractor	Yes	No	N/A
<i>Ensuring timely development and implementation of individual IPEs</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>Providing direct job development and placement services, purchasing those services, or using other strategies for these services</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
OOD	Enter Score		
<i>Case review score for IPE section (Qs 32-46, 51, 64-67)</i>			
Comments: Click here to enter text.			
Overall Comments: Click here to enter text.			
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.			

G. SERVICE DELIVERY: MS NI N/A

Contractor	Yes	No	N/A
<i>Ongoing communications with eligible individuals</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Comments: Click here to enter text.			
<i>Maintaining involvement with eligible individual and service providers and documenting communication (in person/staffing, phone, e-mail)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
OOD	Enter Score		
<i>Case review score for service delivery (Qs 5-7, 25-26, 47-50, 52-54, 60-62)</i>			
Comments: Click here to enter text.			
Overall Comments: Click here to enter text.			
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.			

H. EMPLOYMENT OUTCOMES: MS NI N/A

OOD	Enter Score
<i>Case review scores for closure section (Qs 55-59, 63)</i>	
Comments: Click here to enter text.	
Overall Comments: Click here to enter text.	
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.	

I. CASE REVIEW TOTAL SCORE: MS NI N/A

OOD	Enter Score
<i>Total case review score (Qs 1-67)</i>	
Comments: Click here to enter text.	
Overall Comments: Click here to enter text.	
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.	

J. CUSTOMER SATISFACTION: MS NI N/A

OOD	Enter Results
<i>Customer Satisfaction results</i>	
Comments: Click here to enter text.	
Overall Comments: Click here to enter text.	
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.	

K. REPORTS: MS NI N/A

Contractor	Yes	No	N/A
<i>Billing coincides with report dates, times and elements</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
OOD	Yes	No	N/A
<i>Utilizing OOD Master List report and movement of cases through services in a timely manner and in a sufficient manner to support contractual goal(s)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>Utilizing case management VIS/COGNOS/AWARE system reports (master list, caseload summary, current year activity and performance reports and fiscal reports) in order to achieve production goal for current contract deliverables</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
Overall Comments: Click here to enter text.			
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.			

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L. GENERAL: MS NI N/A

Contractor	Yes	No	N/A
<i>Promoting/maintaining collaborative working relationships with the service delivery network, including employers, other state agencies, community-based programs, WIA partners, state education agencies, centers for independent living, and institutions of higher education</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>Accessing other VR related information such as VR casework policy manual, CRP manual and other inter/extranet resources*</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>OOD Liaison relationship supportive of Eligibility, Order of Selection, Individual Plan for Employment (IPE), IPE Amendments, Case Closure, and final billing approval</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>OOD Liaison and RPS providing ongoing support to program/contract during the first year and bi-monthly support when greater than one year</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>RPS providing tools and strategies to support the program/contract</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>RPS providing support as a liaison between the program/contracts and the local OOD office as needed</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>List below and briefly describe the three major accomplishments for the review period that reinforce the new and innovative aspects of the program. (e.g. establishing outreach activities, identifying new employment opportunities, staff or applicant/eligible individual accomplishments)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
OOD	Yes	No	N/A
<i>Demonstrating appropriate use of system processes (ie. tasking protocol, email, phone calls); monitoring and evaluation systems in place to ensure the quality of services and outcomes</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
<i>Providing appropriate information and resources to assist in completion of the Program Evaluation Form; list (below) any notable challenges or obstacles requiring support since last review</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Click here to enter text.			
Overall Comments: Click here to enter text.			
Program Administrator Comments (for all item(s) marked "No"): Click here to enter text.			

M. NEED FOR CORRECTIVE ACTION/FOLLOW UP:

Yes No To Be Determined based on Contractor's feedback

Describe areas of Corrective Action/Follow-up needed below including any findings from the review and Fiscal Evaluation Tool for this period. Include reviewer's response to contractor's feedback and progress toward any previous corrective action item(s). (Be sure the plan is specific, measurable, attainable, realistic, and has timelines included.)

Section ():	Comments: Click here to enter text.
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Section () :	Comments: Click here to enter text.
Reviewer's Overall Comments:	Click here to enter text.