



Board of Commissioners:
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REQUEST FOR PROPOSALS

FOR

PARENTING EDUCATION SERVICES

RFP 08-005

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(May 5, 2008)

RFP Conference: May 20, 2008 1:00 p.m.

Location: Hamilton County Job and Family Services

222 East Central Parkway

Floor 6th Floor Room 6SE601

Cincinnati, Ohio 45202

Due Date for Proposal submission: June 24, 2008

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REQUEST FOR PROPOSAL (RFP) FOR PARENTING EDUCATION SERVICES

MISSION STATEMENT

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

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals for the purchase of parent education services for families active with HCJFS Children's Services. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or all the services proposed.

1.2 Scope of Service

Children's Services is seeking community-based organizations to provide and coordinate a wide spectrum of parent education services for families with an active child welfare case in Hamilton County. These services will support and achieve the following goals/principals:

- A. The immediate goal is to demonstrate measurable change in the parenting skills of the client.
- B. Those changes will manifest through agency goals of child safety, permanency and well being by:
 - 1. Preservation of the family unit through prevention and education activities that result in significant improvements in parenting skills; or
 - 2. Reuniting the parent with the child by addressing the issues that resulted in removal of the child from the home.
- C. Building a positive relationship between the parent and the child when preservation or reunification is not an option for the family.

- D. Completion of an initial assessment, with input from the HCJFS caseworker, on each referred family to determine the appropriate selection of services required to move that family towards the goals stated above. The population utilizing these contractual services will present with a wide range of needs. The following list represents the top issues faced by our families, as identified by HCJFS:
1. Discipline – positive methods, controlling anger, reasonable expectations;
 2. Physical abuse and neglect – prevention and behavior modification;
 3. Parenting teens – how to deal with changes in the family and parenting style;
 4. Teen moms – modeling appropriate behaviors, providing clear directives, addressing issues specific to teen culture;
 5. Domestic violence – how it affects the entire family, special focus on younger moms;
 6. Building safeguards for children – intervention by other adults in the child's life;
 7. Children with mental health needs - how parenting is affected by the child's mental health status;
 8. Children who have been sexually abused – how parents can meet the child's special needs; and
 9. Mentors – how to involve parent advocates who have overcome obstacles and can speak to “real life” experiences.

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

1.2.1 Population

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease or remain the same. During the 2007 contract cycle 459 individuals were referred to parent education services. Of these, 103 were referred to an in-home program, 75 were referred to a group setting, and 281 were referred to a combined program of group and in-home services. From these combined referrals, 297 individuals participated in parent education services.

1.2.2 Service Components

Provider(s) will begin with the initial assessment of the family's needs. Based on that initial assessment, the provider will identify and manage enrollment into the specific components of that family's plan. The service components will:

- A. Focus on individualized services utilizing modeling, behavior specific case plans with defined outcomes, and child development curriculum specific to the needs of the family;
- B. Recognize the parent's role in setting goals for improving their parenting skills;
- C. Utilize evidence based curriculum and best practices from both research and experience in the field;
- D. Include facilitated groups, when indicated, to reduce isolation, to sustain what is learned in other service components and/or to provide an initial base for learning;
- E. Provide programming that is inclusive of the children in the family (i.e. age appropriate classes for children, parent/child interaction under the observation of a professional, etc.);
- F. Provide classes or other programming tailored to specific issues or population groups (classes can be held at provider's location and/or at community sites, such as churches, community centers, etc.);
- G. Provide regular hours of operation for classes and meetings. Evening classes will be available and weekend classes are optional.
- H. Address transportation issues by site selection close to bus routes and provision of transportation services, as required;
- I. Include referrals to community resources to support the family's needs;
- J. Include collaboration with HCJFS agency caseworkers during daytime hours Monday-Friday 8:00a.m. to 4:30p.m.;
- K. Emphasize a holistic approach that emphasizes depth and real change in behavioral outcomes and provides for follow-up planning for parents;
- L. Recognize that Parent Educators have responsibility to testify in court proceedings when required;

M. Provider will measure performance through a pre and post measurement tool designed to measure changes in knowledge, behaviors and attitudes regarding parenting and child behavior/development;

N. Monthly Reports:

1. Referring HCJFS caseworker should receive a copy of the assessment plan; and a report on enrollment and attendance information.
2. The Program Support Contract Unit Staff should receive a report of referrals; enrollment; attendance and completion data for all HCJFS referrals.

2.0 Provider Proposal

It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Year one (1), two (2) and three (3). These Unit Rate(s) must be supported by the Budget.

2.2 Service and Business Deliverables

Providers must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components:

2.2.1 Program Components

Describe and provide specific examples of how your organization will:

- A. Utilize evidence based curriculum and best practices from both research and experience in the field. **If provider(s) program is based on a published best practice or research method, please include a description of curriculum.**
- B. Provide individualized services with case specific plans and defined outcomes for the specific needs of the family; provide classes or other programming tailored to these specific needs. **Include a description of the kinds of services, classes or programming offered in curriculum.**
- C. Provide programming that includes the children in the family (i.e. age appropriate classes for children, parent/child interaction under the observation of a professional, etc.). **Include a description of the types of programming/classes for children and family interactions.**
- D. Recognize the parent's role in setting goals for improving their parenting skills;
- E. Include facilitated groups to sustain what is learned in other parenting classes or programming.
- F. Address transportation issues by site selection close to bus routes and provision of transportation services, as required;
- G. Conduct regular hours of operation for classes and meetings. Evening classes will be available and weekend classes are optional.
- H. Include referrals to community resources to support the family's needs; and
- I. Collaborate with HCJFS agency caseworkers.
- J. Emphasize a holistic approach that emphasizes depth and real change in behavioral outcomes and provides for follow-up planning for parents;
- K. Recognize that Parent Educators have responsibility to testify in court proceedings when required;
- L. Measure performance by developing a tool to measure pre and post service outcomes/activities. This instrument should measure changes in knowledge, behaviors and attitudes regarding parenting and child behavior/development. **An example of a performance assessment tool must be attached to your proposal.**
- M. Provide monthly reports to referring HCJFS caseworker with a copy of the assessment plan and enrollment and attendance information; and provide a monthly

report to the Program Support Contract Unit Staff with referrals, enrollment and attendance and completion data for all HCJFS referrals.

2.2.2 System and Fiscal Administration Components

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

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- D. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- E. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
- F. Job Descriptions - For all positions in the program budget.
- G. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- H. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

Please provide the following attached only to the original proposal:

- I. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- J. Annual Report - A copy of Provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990.

For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.

- K. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.
- L. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin no later than September 2008. Provider must submit a Budget and a calculation of the Unit Rate for the initial contract term of one (1) year and each of the two (2) optional renewal years (Contract years 1, 2 and 3), Provider understands this will be used to compensate Provider for services provided. Budgets and Unit Rates must be submitted in the form provided as Attachment C. For renewal years, any increases in Unit Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term. HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.
- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:
 - 1. Location;
 - 2. Transportation; and

3. Other direct services (e.g. insurance, administration), needed to accurately calculate the cost of a unit of Service (the "Unit Rate" /"Cost Reimbursement).

All revenue sources available to Provider to serve children identified in the Scope of Work shall be listed in the Budget, and utilized, where permissible, to reduce the Unit Rate. All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff, i.e. senior program manager vs. lower level position.

The Unit Rate for each service proposed for each contract year must be listed on the Cover Sheet, Attachment A.

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

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

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

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

For key clinical and business personnel who will be working with the program, please submit resumes with the following:

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

Provider's program manager must have a minimum of three (3) years experience as a program manager with a similar program. Staff facilitating classes or groups must have at least one (1) year experience in leading similar classes and groups.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

| ACTION ITEM | DELIVERY DATE |
|--|--------------------------|
| RFP Issued | May 5, 2008 |
| RFP Conference | May 20, 2008, 1:00p.m. |
| Deadline for Receiving Final RFP Questions | May 27, 2008 |
| Deadline for Issuing Final RFP Answers | May 30, 2008 |
| Deadline for RFP Registration | June 17, 2008, 11:00a.m. |
| Deadline for Proposals Received by HCJFS Contact Person | June 24, 2008, 11:00a.m. |
| Proposal Review Completed | June 30, 2008 |

3.2 HCJFS Contact Person

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

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

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS 11:00 a.m. EST on June 17, 2008. ONLY PROVIDERS WHO register for the RFP by 11:00 a.m. EST on June 17, 2008 will be considered for a contract. All others providers will be disqualified.

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

3.4 RFP Conference

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

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contract Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP's Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. No questions will be accepted after **May 27, 2008**. The final responses will be faxed or e-mailed on **May 30, 2008** by the close of business.
- D. Only Providers who register for the RFP process will receive copies of questions and answers.
- E. The answers issued in response to such Provider questions become part of the RFP.

The RFP Conference will take place at **the HCJFS, Alms & Doepke Building, 222 East Central, Cincinnati, Ohio 45202, 6th Floor, Room 6SE601, on May 20, 2008 at 1:00 p.m., EST.**

3.5 Prohibited Contacts

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

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

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

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2;
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the HCJFS Contact Person, as listed in Section 3.2.

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

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

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to **June 4, 2008, by 11:00 a.m. EST** of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP no later than **June 11, 2008** by issuance of one or more addenda to all parties who registered for the Provider's Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the Provider's Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the Provider's Conference. All addenda to the RFP will be posted to <http://www.hcifs.hamilton-co.org> and www.RFPDepot.com.

3.9 Availability of Funds

This program is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. HCJFS will notify Provider at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Provider for any expenses incurred as a result of the RFP process.

4.0 Submission of Proposal

Provider must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date.

4.1 Preparation of Proposal

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

Hamilton County may entertain alternative proposals submitted by Provider which may contain responses that differ from the specifications contained in this RFP. All alternative proposals must conform to the RFP instructions and outcomes.

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

If, in the opinion of HCJFS, such information was intended to mislead HCJFS, in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00 a.m. EST on June 24, 2008**. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Agreement

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by **11:00 a.m. on June 24, 2008** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected. Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on June 24, 2008** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Completed Budgets, Section 2.3;
- F. Customer References, Section 2.4; and
- G. Personnel Qualifications, Section 2.5.

Stage 2. Evaluation Committee Review

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS. Review Committee shall evaluate each Provider's proposal using criteria developed by HCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

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

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review. Review Committee may request information from sources other than the written proposal to evaluate Provider's programs or clarify Provider's proposal. Other sources of information, may include, but are not limited to, the following:

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

Stage 4 Evaluation

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 are worth 20% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Cost Analysis and Project Budget are worth 25% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

If HCJFS determines that is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 20% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.

4.7 Proposal Selection

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.

- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

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

4.9 Provider Certification Process

For the selected Provider(s), the Provider Certification process will be completed within 3 months after contract signing, (Attachment H). The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the contract. The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for Providers already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc. In the event HCJFS determines Provider does not have the administrative capacity to effectively

and efficiently manage and administer the contract, HCJFS reserves the right to terminate the contract upon written notice delivered upon the Provider.

5.0 Terms and Conditions

The contents of this RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Providers.

5.1 Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the Provider's proposal, and any other mutually agreed upon terms.

5.2 Order of Precedence

The successful Provider's proposal, this RFP, and other applicable addenda will become part of the final contract. This RFP and all attachments are intended to supplement and complement each other and shall where permissible be so interpreted. However, if any provision of this RFP or the attachments conflict, this RFP takes precedence.

5.3 Contract Period, Funding & Invoicing

A contract will be written for the initial term of one (1) year and for two (2) additional optional one (1) year renewal periods. Contract renewal and any proposed renewal year rate increase (up to 3% subject to Section 2.3) will be initiated at the sole discretion of HCJFS, subject to funding availability and Provider contract performance.

Contract payment is based on Unit Rates for authorized services already provided. HCJFS will use its best efforts to make payment within 30 days of receipt of timely and accurate invoices and required documentation.

See Attachment B for a sample Provider Contract for minimum contractual requirements of all HCJFS Providers. HCJFS reserves the right to add or delete contract language to meet program needs.

5.4 Confidential Information

HCJFS is required to maintain the confidentiality of consumer information. The sharing of consumer information with HCJFS business partners and service providers is governed by numerous laws, regulations, policies and procedures. The governing requirements were developed to ensure that confidentiality is maintained and that appropriate security procedures are implemented and followed to address the exchange of information. Any Provider engaging in any service for HCJFS will be required to hold confidential consumer information.

As a means of ensuring the confidentiality of consumer information, all data exchanged by e-mail that is outside of the HCJFS e-mail network will be transmitted as an attached WORD or Excel document that has been encrypted and password protected. The sender and receiver of confidential consumer information are required to initiate the use of new passwords on the first day of each quarter. The passwords will be established by HCJFS and given to the selected provider(s).

Non-encrypted information must be sent to HCJFS via fax, in person, or regular or certified mail on a disk or flash drive.

5.5 Insurance

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

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

Coverage will include:

- Additional insured endorsement;
- Product liability;
- Blanket contractual liability;

Broad form property damage;
Severability of interests;
Personal injury; and
Joint venture as named insured (if applicable).

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

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

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

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

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

Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

The Provider further agrees with the following provisions:

The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."

Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

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

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

If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.

Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS.

Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

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

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.

5.6 Declaration of Property Tax Delinquency

As part of the submitted proposal, Provider will include a notarized Declaration of Property Tax Delinquency form, Attachment E, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it

is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

5.7 Campaign Contribution Declaration

As part of the submitted proposal, Provider will include the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), Attachment G. HB694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the HCJFS public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

All individuals or entities interested in contracting with Hamilton County, Ohio are required by HB 694 to complete the applicable affidavit certifying compliance with contribution limits set forth by the Bill. All current and potential vendors should closely review HB 694 or risk loss of their opportunity to obtain or retain Hamilton County contracts. Please seek guidance from your legal counsel if you have questions pertaining to HB 694 as we are unable to provide individual legal advice. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

5.8 Terrorist Declaration

In accordance with ORC 2909.32(A)(2)(b), Provider agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, Attachment F. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

5.9 Other Program Requirements

Provider agrees to comply with the provisions of the OAC 5101:2-9 et seq., that relate to the operation, safety and maintenance of facilities. In particular, Provider agrees not to maintain nor permit any person to bear any explosives, pyrotechnics, firearms, chemical weapons, or other

similar devices or substances anywhere in or on the grounds of the facility.

**ATTACHMENT A
PROPOSAL COVER SHEET FOR
Parenting Education Services
Bid No: RFP 08-005**

Name Fiscal Agent: _____

Organization Address: _____

Telephone Number: _____ Fax Number: _____

Authorized Representative _____
(Please Print or type)

Title: _____ E-Mail Address: _____

Authorized Representative Signature: _____

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

Person(s) authorized to negotiate with HCJFS:

Name: _____ Title: _____
(Please Print)

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

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

| Total Cost for Initial Term of 12 Months 9/2008 – 8/2009 | Total Cost for Renewal Year of 12 months 9/2009 – 8/2010 | Total Cost for Renewal Year of 12 months 9/2010 – 8/2011 |
|--|--|--|
| \$ _____ | \$ _____ | \$ _____ |

| | | |
|--|--------------|-------------|
| _____ | _____ | _____ |
| Signature – Authorized Representative | Title | Date |
| _____ | _____ | _____ |
| Signature – Fiscal Representative | Title | Date |

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

This Contract is entered into on MM/DD/YY between the Board of County Commissioners of Hamilton County, Ohio through the Hamilton County Department of Job & Family Services (Hereinafter "HCJFS") and Name of organization, (Hereinafter "Provider") doing business as **enter only if different name**, with an office at Name and Street address, Cincinnati, Ohio, 452XX, whose telephone number is (513) XXX-XXXX, for the purchase of Parenting Education Services.

1. TERM

SELECT ONE

The Contract term shall commence on the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio and shall expire on xxxx, 20xx unless otherwise terminated or extended by formal agreement.

The Contract term shall commence on MM/DD/YYYY or the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio, whichever is later and shall expire on xxxx, 20xx unless otherwise terminated or extended by formal agreement.

This Contract will be effective from MM/DD/YYYY through MM/DD/YYYY inclusive, unless otherwise terminated or extended by formal amendment.

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

This Contract may be renewed for two (2) additional one (1) year terms at the option of HCJFS.

2. SCOPE OF SERVICE

(IF EXHIBITS NOT ATTACHED)

Subject to terms and conditions set forth in this Contract, Provider agrees to *(Begin description here)*

(IF EXHIBITS ATTACHED USE FOLLOWING LANGUAGE)

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform the parenting education services for families referred by HCJFS (the "Consumer") as more particularly described in Exhibit nn, (individually, the "Service", collectively the "Services"). The parties agree that a billable unit of service is defined in Exhibit I – Scope of Services.

1. Exhibit nn – Scope of Work
2. Exhibit nn – Budget
3. Exhibit nn – The Request for Proposal
4. Exhibit nn – Provider’s Proposal
5. Exhibit nn – Campaign Contribution Declaration
6. Exhibit nn –Declaration of Material Assistance/Non-Assistance to a Terrorist Organization
7. Exhibit nn – Declaration of Property Tax Delinquency

B. ORDER OF PRECEDENCE

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

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

C. PROVIDER RESPONSIBILITY

1. Required Documentation and Reporting: Records of all service provided to all individuals in the contracted program(s) (whether reimbursed by this Contract or not) and all the expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.

- a. “Proper” documentation of service provided is as follows:

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

2. Client Authorizations

It is the responsibility of the Provider to monitor the number of hours/units of client authorizations issued by HCJFS. Should the Provider offer services in addition to the number of client authorizations issued by HCJFS, the Provider will bear the cost of the services provided.

Should the Provider feel there is a need for additional services/hours/units, it is the responsibility of the Provider to request, in advance, additional client authorizations for the service being requested. HCJFS will not reimburse for service that has not been prior authorized or that exceeds the authorization.

3. The compensation amount in **Section 3 - BILLING AND PAYMENT** is the full payment for client service. No fees or additional cost shall be charged to any client for the Contract service without expressed HCJFS approval. Such approval must be made by way of a Contract amendment.

3. BILLING AND PAYMENT

A. Unit Rate

Each category of Service listed below, as established and supported in Exhibit nn, will be compensated in the following amounts:

1. \$00.00 per ____ for a _____ Unit of Service performed by Provider; and
2. \$00.00 per ____ for a _____ Unit of Service performed by Provider.

NOTE: If an invoiced unit of service is not a full hour, portions of a unit should be billed as follows: 0 – 7 minutes = 0

8 – 22 minutes = .25 hour

23 – 37 minutes = .50 hour

38 – 52 minutes = .75 hour

53 – 60 minutes = 1.0 hour

B. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
 - a. Provider's name, address, telephone number, fax number, and vendor number;
 - b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
 - c. Billing date and service dates;
 - d. Consumer's name, case number and social security number (if available);
 - e. Purchase order number; and
 - f. Client Authorization number.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than ninety (90) calendar days from the end of the service month in which the Service was performed; or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the ninety (90) day period beginning at the end of the service month in which the Service was performed.

Provider will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices.

3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Client Authorization was issued.

C. Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

Provider further warrants and represents that any invoice submitted for payment will not include payment of any unemployment compensation premiums, income tax deductions, pension deductions, nor any other taxes or payroll deductions required for the performance of the work by the Provider's employees.

D. Miscellaneous Payment Provisions

1. Additional Payment

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

2. Duplicate Payment

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

4. ELIGIBILITY FOR SERVICES

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

5. NO ASSURANCES

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

6. NON-EXCLUSIVE

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

7. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by Provider hereunder, the products or services directly involved in the performance of that function may be terminated by HCJFS at the end of the period for which funds are available.

HCJFS will notify Provider at the earliest possible time of any products or services affected or may be affected by a shortage of funds. No penalty shall accrue to HCJFS in the event this provision is exercised, and HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8. TERMINATION

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should Provider wish to terminate this Contract, Provider must deliver the notice of termination thirty (30) days prior to the effective date of termination. Based on substantiated allegations of inappropriate activities, behaviors and/or actions including, but not limited to, loss of required license, abuse or neglect of a consumer or unethical or business violations, HCJFS reserves the right to terminate immediately upon delivery of the termination notice. The parties further agree that should Provider become unable to provide the services agreed to in this Contract for any reason or

otherwise materially breach this Contract, such service as Provider has provided upon the date of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of **Section 3 – BILLING AND PAYMENT**. HCJFS shall receive credit for reimbursement already made when determining the amount owed to Provider.

Provider, upon receipt of notice of terminations, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitations, results accomplished, conclusion resulting therefrom and such other matters as HCJFS may require.

The parties further agree that should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract shall become the property of HCJFS. HCJFS shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by HCJFS.

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

9. FORCE MAJEURE

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

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

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

10. GOOD FAITH EFFORT

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

11. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Either party may bring any dispute forward to the other in form of a written notice of dispute (the "Notice of Dispute"). The Notice of Dispute shall state the facts surrounding

the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of twenty (20) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

Representative for HCJFS: HCJFS' Contract Manager
Representative for Provider: Provider's Project Manager

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

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

If an agreement cannot be reached during Step 2, the grieving party may elevate the dispute to Step 3 using the following representatives:

Representative for HCJFS: Section Chief for Contract Services
Representative for Provider: _____

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

12. WARRANTIES AND REPRESENTATIONS

- A. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- B. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.
- C. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.
- D. Provider warrants and represents it has followed the procurement and bidding practices set forth in state and federal law, including but not limited to OAC 5101:9-4-01, 5101:9-4-02, 5101:9-4-04, 5101:9-4-06, 5101:9-4-07 and 45 CFR part 92.

13. MAINTENANCE OF SERVICE

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the Unit Rate and that the level of service existing prior to the

Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

14. REPORTS

- A. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS.
- B. The monthly contract program financial report shall be submitted to HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month.
- C. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.
- D. HCJFS reserves the right to withhold payment until such time as all required reports are received.

15. GRIEVANCE PROCESS

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

16. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

17. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

18. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

19. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

Provider warrants that for one (1) calendar year from the beginning date of this Contract with HCJFS, Provider will not solicit HCJFS employees to work for Provider. The term “Provider” includes any agent or representative of the Provider.

20. RELATIONSHIP

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

21. CONFLICT OF INTEREST

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

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

22. DISCLOSURE

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

23. CONFIDENTIALITY

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

24. PUBLIC RECORDS

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

25. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.

- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

26. AUDIT RESPONSIBILITY

- A. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. Audits will be conducted using a “sampling” method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

- B. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract.

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

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

27. DEBARMENT AND SUSPENSION

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

28. DEBT CHECK PROVISION

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

29. CORRECTIVE ACTION PLANS

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

30. PROPERTY OF HAMILTON COUNTY

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

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

made freely available to the general public unless HCJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

31. INSURANCE

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

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

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

(The following amounts for physical and sexual abuse may be modified, with supervisory approval, if provider can document efforts to unsuccessfully obtain the \$300,000 level.)

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

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

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

- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.
- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- E. The Provider further agrees with the following provisions:
1. The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
 2. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
 3. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 5. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance

which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.

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

32. INDEMNIFICATION & HOLD HARMLESS

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

encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

33. COORDINATION

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

34. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

35. MARKETING

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

36. CHILD SUPPORT ENFORCEMENT

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

37. SCREENING AND SELECTION

A. Criminal Record Check:

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

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

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

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

C. Verification of Job or Volunteer Application

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

38. LOBBYING

During the life of this Contract, Provider warrants and represents that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further warrants and represents that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate this Contract.

39. DRUG-FREE WORKPLACE

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

40. FAITH BASED ORGANIZATIONS

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

41. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act (42 U.S.C. 7401), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 30). Provider understands violations of any applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act (42 U.S.C.7401), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency.

42. ENERGY POLICY AND CONSERVATION ACT

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

43. CAMPAIGN CONTRIBUTION DECLARATION

As part of its submitted proposal, Provider completed the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), attached hereto and incorporated herein as Attachment H to Exhibit nn, Provider’s Proposal. HB 694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts.

Provider further agrees it will complete a notarized Affidavit in Compliance with ORC 3517.13 prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

44. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

(This section applies if contract value is \$100,000 or more and the Contract is resulting from an RFP.)

As part of its submitted Proposal and in accordance with ORC 2909.32(A)(2)(b), Provider completed the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Attachment G to Exhibit nn, Provider’s Proposal. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

Provider further agrees it will complete a notarized Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

45. DECLARATION OF PROPERTY TAX DELINQUENCY

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment F to Exhibit nn, Provider’s Proposal.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

46. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree this Contract shall not be assigned by Provider without the prior written approval of HCJFS. Provider may not subcontract any of the Services agreed to in this Contract

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

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

47. GOVERNING LAW

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

48. LEGAL ACTION

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

49. INTEGRATION AND MODIFICATION

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

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

50. SEVERABILITY

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

51. AMENDMENTS

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

52. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

53. NO ADDITIONAL WAIVER IMPLIED

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

54. CONTRACT CLOSEOUT

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

55. HCJFS CONTACT INFORMATION

| NAME | PHONE # | DEPARTMENT | RESPONSIBILITY |
|-------------|----------------|---------------------|---|
| | 946- | Contract Services | Contract changes, contract language |
| | 946- | Contract Services | Contract budget, audits |
| | 946- | Fiscal | billing and payment |
| | 946- | Children's Services | scope of service, client authorization, service eligibility |

Use this signature page if being sent to the Prosecutor's office and requiring BOCC Signature

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

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2008.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____
County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____
Purchasing Director
Hamilton County, Ohio

Recommended By:

_____ Date: _____
Maira Weir, Director
Hamilton County Department of Job & Family Services

Approved as to form:

By: _____ Date: _____
Prosecutor's Office
Hamilton County, Ohio

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

Use this signature page if not being sent to the Prosecutor's office for review but requiring BOCC Signature

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

SIGNATURES

In witness whereof, the parties have hereunto set their hands on this ____ day of _____, 2008.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

_____ Date: _____
Maira Weir, Director
Hamilton County Department of Job & Family Services

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

Use this signature page if contract is not going for review to the prosecutor's office nor requiring the BOCC Signature

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

SIGNATURES

Authorized HCJFS Representative Title _____ Date _____

Authorized Provider Representative Title _____ Date _____

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

HCJFS CONTRACT BUDGET

AGENCY _____

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM Parenting Education Services 9/2008 TO 8/2009

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|---------------------------------------|-----------|-----------|-----------|------------------|---------------------|------------------|
| A. STAFF SALARIES | | | | | | |
| B. EMPLOYEE PAYROLL TAXES & BENEFITS | | | | | | |
| C. PROFESSIONAL & CONTRACTED SERVICES | | | | | | |
| D. CONSUMABLE SUPPLIES | | | | | | |
| E. OCCUPANCY | | | | | | |
| F. TRAVEL | | | | | | |
| G. INSURANCE | | | | | | |
| H. EQUIPMENT | | | | | | |
| I. MISCELLANEOUS | | | | | | |
| J. PROFIT MARGIN | | | | | | |
| SUB-TOTAL OF EACH COLUMN | | | | | | |
| ALLOCATION OF MGT/INDIRECT COSTS | | | | | | |
| TOTAL PROGRAM EXPENSES | | | | | | |

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

_____ UNIT=_____

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

| POSITION TITLE | # STAFF | HRS WEEK | ANNUAL COST | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICE | TOTAL EXPENSE |
|-----------------------|----------------|-----------------|--------------------|------------------|------------------|------------------|----------------------|-----------------------------|----------------------|
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| TOTAL SALARIES | | | | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|--|------------------|------------------|------------------|--------------------------|--------------------------------------|--------------------------|
| B. PAYROLL TAXES | | | | | | |
| FICA _____ % | | | | | | |
| WORKER'S COMP. _____ % | | | | | | |
| UNEMPLOYMENT _____ % | | | | | | |
| BENEFITS | | | | | | |
| RETIREMENT _____ % | | | | | | |
| HOSPITAL CARE | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS | | | | | | |

| C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.) | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|---|------------------|------------------|------------------|--------------------------|----------------------------------|--------------------------|
| | | | | | | |
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| TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|------------------------------|----------------------|
| D.CONSUMABLE SUPPLIES | | | | | | |
| OFFICE | | | | | | |
| CLEANING | | | | | | |
| PROGRAM | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL CONSUMABLE SUPPLIES | | | | | | |
| E. OCCUPANCY COSTS | | | | | | |
| RENTAL @ ___ PER SQ.FT. | | | | | | |
| USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISTION COST | | | | | | |
| MAINTENANCE & REPAIRS | | | | | | |
| UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRIC _____ WATER _____ | | | | | | |
| TELEPHONE | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL OCCUPANCY COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|---|------------------|------------------|------------------|----------------------|-------------------------|----------------------|
| F. TRAVEL COSTS | | | | | | |
| GASOLINE & OIL | | | | | | |
| VEHICLE REPAIR | | | | | | |
| VEHICLE LICENSE | | | | | | |
| VEHICLE INSURANCE | | | | | | |
| OTHER | | | | | | |
| MILEAGE REIMBURSE.@ PER MILE | | | | | | |
| CONFERENCES & MEETINGS, ETC. | | | | | | |
| PURCHASED TRANSPORTATION | | | | | | |
| TOTAL TRAVEL COSTS | | | | | | |
| G. INSURANCE COSTS | | | | | | |
| LIABILITY | | | | | | |
| PROPERTY | | | | | | |
| ACCIDENT | | | | | | |
| OTHER | | | | | | |
| TOTAL INSURANCE COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERV | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|--------------------------|----------------------|
| H. EQUIPMENT COSTS | | | | | | |
| SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL SMALL EQUIPMENT COSTS | | | | | | |
| EQUIPMENT MAINTENANCE & REPAIR (DETAIL) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL EQUIPMENT & REPAIR | | | | | | |
| EQUIPMENT LEASE COSTS (DETAIL) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL LEASE COSTS | | | | | | |
| TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7) | | | | | | |
| TOTAL EQUIPMENT COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|-------------------------|----------------------|
| I. MISCELLANEOUS COSTS | | | | | | |
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| | | | | | | |
| TOTAL MISCELLANEOUS COSTS | | | | | | |
| J. PROFIT MARGIN (For profit entities only- indicate the amount) | | | | | | |
| TOTAL PROGRAM EXPENSES | | | | | | |

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: _____

| <u>REVENUES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL REVENUES |
|---|------------------|------------------|------------------|----------------------|-------------------------|-----------------------|
| A. GOVERNMENTAL AGENCY FUNDING (specify agency & type) | | | | | | |
| | | | | | | |
| | | | | | | |
| B. OTHER FUNDING | | | | | | |
| FEES FROM CLIENTS | | | | | | |
| CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount) | | | | | | |
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| AWARDS & GRANTS | | | | | | |
| | | | | | | |
| OTHER (specify) | | | | | | |
| | | | | | | |
| TOTAL REVENUE | | | | | | |

EXPLANATION OF ANY ITEMS ABOVE: _____

HCJFS CONTRACT BUDGET

AGENCY _____

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM Parenting Education Services 9/2009 TO 8/2010

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|---------------------------------------|-----------|-----------|-----------|------------------|---------------------|------------------|
| A. STAFF SALARIES | | | | | | |
| B. EMPLOYEE PAYROLL TAXES & BENEFITS | | | | | | |
| C. PROFESSIONAL & CONTRACTED SERVICES | | | | | | |
| D. CONSUMABLE SUPPLIES | | | | | | |
| E. OCCUPANCY | | | | | | |
| F. TRAVEL | | | | | | |
| G. INSURANCE | | | | | | |
| H. EQUIPMENT | | | | | | |
| I. MISCELLANEOUS | | | | | | |
| J. PROFIT MARGIN | | | | | | |
| SUB-TOTAL OF EACH COLUMN | | | | | | |
| ALLOCATION OF MGT/INDIRECT COSTS | | | | | | |
| TOTAL PROGRAM EXPENSES | | | | | | |

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

_____ UNIT=_____

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

| POSITION TITLE | # STAFF | HRS WEEK | ANNUAL COST | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICE | TOTAL EXPENSE |
|-----------------------|----------------|-----------------|--------------------|------------------|------------------|------------------|----------------------|-----------------------------|----------------------|
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| TOTAL SALARIES | | | | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|--|------------------|------------------|------------------|--------------------------|--------------------------------------|--------------------------|
| B. PAYROLL TAXES | | | | | | |
| FICA _____ % | | | | | | |
| WORKER'S COMP. _____ % | | | | | | |
| UNEMPLOYMENT _____ % | | | | | | |
| BENEFITS | | | | | | |
| RETIREMENT _____ % | | | | | | |
| HOSPITAL CARE | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS | | | | | | |

| C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.) | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|---|------------------|------------------|------------------|--------------------------|----------------------------------|--------------------------|
| | | | | | | |
| | | | | | | |
| TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|------------------------------|----------------------|
| D.CONSUMABLE SUPPLIES | | | | | | |
| OFFICE | | | | | | |
| CLEANING | | | | | | |
| PROGRAM | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL CONSUMABLE SUPPLIES | | | | | | |
| E. OCCUPANCY COSTS | | | | | | |
| RENTAL @ ___ PER SQ.FT. | | | | | | |
| USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISTION COST | | | | | | |
| MAINTENANCE & REPAIRS | | | | | | |
| UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRIC _____ WATER _____ | | | | | | |
| TELEPHONE | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL OCCUPANCY COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|-------------------------|----------------------|
| F. TRAVEL COSTS | | | | | | |
| GASOLINE & OIL | | | | | | |
| VEHICLE REPAIR | | | | | | |
| VEHICLE LICENSE | | | | | | |
| VEHICLE INSURANCE | | | | | | |
| OTHER | | | | | | |
| MILEAGE REIMBURSE.@ ____ PER MILE | | | | | | |
| CONFERENCES & MEETINGS, ETC. | | | | | | |
| PURCHASED TRANSPORTATION | | | | | | |
| TOTAL TRAVEL COSTS | | | | | | |
| G. INSURANCE COSTS | | | | | | |
| LIABILITY | | | | | | |
| PROPERTY | | | | | | |
| ACCIDENT | | | | | | |
| OTHER | | | | | | |
| TOTAL INSURANCE COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERV | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|--------------------------|----------------------|
| H. EQUIPMENT COSTS | | | | | | |
| SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL SMALL EQUIPMENT COSTS | | | | | | |
| EQUIPMENT MAINTENANCE & REPAIR (DETAIL) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL EQUIPMENT & REPAIR | | | | | | |
| EQUIPMENT LEASE COSTS (DETAIL) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL LEASE COSTS | | | | | | |
| TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7) | | | | | | |
| TOTAL EQUIPMENT COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|-------------------------|----------------------|
| I. MISCELLANEOUS COSTS | | | | | | |
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| TOTAL MISCELLANEOUS COSTS | | | | | | |
| J. PROFIT MARGIN (For profit entities only- indicate the amount) | | | | | | |
| TOTAL PROGRAM EXPENSES | | | | | | |

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: _____

| <u>REVENUES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL REVENUES |
|---|------------------|------------------|------------------|----------------------|-------------------------|-----------------------|
| A. GOVERNMENTAL AGENCY FUNDING (specify agency & type) | | | | | | |
| | | | | | | |
| | | | | | | |
| B. OTHER FUNDING | | | | | | |
| FEES FROM CLIENTS | | | | | | |
| CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount) | | | | | | |
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| AWARDS & GRANTS | | | | | | |
| | | | | | | |
| OTHER (specify) | | | | | | |
| | | | | | | |
| TOTAL REVENUE | | | | | | |

EXPLANATION OF ANY ITEMS ABOVE: _____

HCJFS CONTRACT BUDGET

AGENCY _____

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM Parenting Education Services 8/2010 TO 9/2011

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|---------------------------------------|-----------|-----------|-----------|------------------|---------------------|------------------|
| A. STAFF SALARIES | | | | | | |
| B. EMPLOYEE PAYROLL TAXES & BENEFITS | | | | | | |
| C. PROFESSIONAL & CONTRACTED SERVICES | | | | | | |
| D. CONSUMABLE SUPPLIES | | | | | | |
| E. OCCUPANCY | | | | | | |
| F. TRAVEL | | | | | | |
| G. INSURANCE | | | | | | |
| H. EQUIPMENT | | | | | | |
| I. MISCELLANEOUS | | | | | | |
| J. PROFIT MARGIN | | | | | | |
| SUB-TOTAL OF EACH COLUMN | | | | | | |
| ALLOCATION OF MGT/INDIRECT COSTS | | | | | | |
| TOTAL PROGRAM EXPENSES | | | | | | |

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

_____ UNIT=_____

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

| POSITION TITLE | # STAFF | HRS WEEK | ANNUAL COST | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICE | TOTAL EXPENSE |
|-----------------------|----------------|-----------------|--------------------|------------------|------------------|------------------|----------------------|-----------------------------|----------------------|
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| TOTAL SALARIES | | | | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|--|------------------|------------------|------------------|--------------------------|--------------------------------------|--------------------------|
| B. PAYROLL TAXES | | | | | | |
| FICA _____ % | | | | | | |
| WORKER'S COMP. _____ % | | | | | | |
| UNEMPLOYMENT _____ % | | | | | | |
| BENEFITS | | | | | | |
| RETIREMENT _____ % | | | | | | |
| HOSPITAL CARE | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS | | | | | | |

| C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.) | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|---|------------------|------------------|------------------|--------------------------|----------------------------------|--------------------------|
| | | | | | | |
| | | | | | | |
| TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERVICES | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|------------------------------|----------------------|
| D.CONSUMABLE SUPPLIES | | | | | | |
| OFFICE | | | | | | |
| CLEANING | | | | | | |
| PROGRAM | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL CONSUMABLE SUPPLIES | | | | | | |
| E. OCCUPANCY COSTS | | | | | | |
| RENTAL @ ___ PER SQ.FT. | | | | | | |
| USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISTION COST | | | | | | |
| MAINTENANCE & REPAIRS | | | | | | |
| UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRIC _____ WATER _____ | | | | | | |
| TELEPHONE | | | | | | |
| OTHER (SPECIFY) | | | | | | |
| | | | | | | |
| TOTAL OCCUPANCY COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|---|------------------|------------------|------------------|----------------------|-------------------------|----------------------|
| F. TRAVEL COSTS | | | | | | |
| GASOLINE & OIL | | | | | | |
| VEHICLE REPAIR | | | | | | |
| VEHICLE LICENSE | | | | | | |
| VEHICLE INSURANCE | | | | | | |
| OTHER | | | | | | |
| MILEAGE REIMBURSE.@ PER MILE | | | | | | |
| CONFERENCES & MEETINGS, ETC. | | | | | | |
| PURCHASED TRANSPORTATION | | | | | | |
| TOTAL TRAVEL COSTS | | | | | | |
| G. INSURANCE COSTS | | | | | | |
| LIABILITY | | | | | | |
| PROPERTY | | | | | | |
| ACCIDENT | | | | | | |
| OTHER | | | | | | |
| TOTAL INSURANCE COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SERV | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|--------------------------|----------------------|
| H. EQUIPMENT COSTS | | | | | | |
| SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL SMALL EQUIPMENT COSTS | | | | | | |
| EQUIPMENT MAINTENANCE & REPAIR (DETAIL) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL EQUIPMENT & REPAIR | | | | | | |
| EQUIPMENT LEASE COSTS (DETAIL) | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL LEASE COSTS | | | | | | |
| TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7) | | | | | | |
| TOTAL EQUIPMENT COSTS | | | | | | |

| <u>EXPENSES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL EXPENSE |
|--|------------------|------------------|------------------|----------------------|-------------------------|----------------------|
| I. MISCELLANEOUS COSTS | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL MISCELLANEOUS COSTS | | | | | | |
| J. PROFIT MARGIN (For profit entities only- indicate the amount) | | | | | | |
| TOTAL PROGRAM EXPENSES | | | | | | |

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: _____

| <u>REVENUES BY PROGRAM SERVICES</u> | PROGRAM 1 | PROGRAM 2 | PROGRAM 3 | MGMT INDIRECT | OTHER DIRECT SER | TOTAL REVENUES |
|---|------------------|------------------|------------------|----------------------|-------------------------|-----------------------|
| A. GOVERNMENTAL AGENCY FUNDING (specify agency & type) | | | | | | |
| | | | | | | |
| | | | | | | |
| B. OTHER FUNDING | | | | | | |
| FEES FROM CLIENTS | | | | | | |
| CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount) | | | | | | |
| | | | | | | |
| | | | | | | |
| AWARDS & GRANTS | | | | | | |
| | | | | | | |
| OTHER (specify) | | | | | | |
| | | | | | | |
| TOTAL REVENUE | | | | | | |

EXPLANATION OF ANY ITEMS ABOVE: _____

ATTACHMENT D
Declaration of Property Tax Delinquency
(ORC 5719.042)

I, _____, hereby affirm that the Proposing Organization herein, _____, is ____ / is not ____ **(check one)** charged at the time of submitting this proposal with any delinquent property taxes on the general tax list of personal property of the County of Hamilton.

If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is

\$_____.

State of Ohio
County of Hamilton

Before me, a notary public in and for said County, personally appeared

_____, authorized signatory for the Proposing Organization, who acknowledges that he/she has read the foregoing and that the information provided therein is true to the best of his/her knowledge and belief.

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

Notary Public

ATTACHMENT E
Ohio Department of Public Safety

Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST
ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

| | | | | |
|--------------|-------|------------|--------|----------------|
| LAST NAME | | FIRST NAME | | MIDDLE INITIAL |
| HOME ADDRESS | | | | |
| CITY | STATE | ZIP | COUNTY | |
| HOME PHONE | | WORK PHONE | | |

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

| | | | |
|----------------------------|-------|-----|--------|
| BUSINESS/ORGANIZATION NAME | | | |
| BUSINESS ADDRESS | | | |
| CITY | STATE | ZIP | COUNTY |
| PHONE NUMBER | | | |

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

6. Have you hired or compensated a person you knew to be a member of an

organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
 YES NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____

Signature

Date

4. I further certify that if _____ is awarded a
[Name of Corporation/Business Trust]
 contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised Code:
- (a) An owner of more than twenty per cent of the corporation or business trust;
 - (b) A spouse of an owner of more than twenty per cent of the corporation or business trust;
 - (c) A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section
[Name of Corporation/Business Trust]
 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this ____ day of _____, 200_.

 Notary Public - State of _____
 My Commission Expires: _____

ATTACHMENT F-1
AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Individuals or Non-Corporate Entities)

(R.C. 3517.13(I)(3))

STATE OF OHIO

COUNTY OF _____ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

1. I am _____ and I am employed as _____
[Name] [Title]

for _____.

[Name of Entity]

2. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____.

[Name of Entity]

3. On behalf of _____, I do hereby certify that the
[Name of Entity]
following persons, if applicable, are in compliance with division (I)(1) of Section
3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;

- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

4. I further certify that if _____ is awarded a contract,
[Name of Entity]
the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (I)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section
[Name of Entity]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this _____ day of _____, 200_.

Notary Public - State of _____
My Commission Expires: _____

REQUEST FOR PROPOSAL (RFP) REGISTRATION FORM
Parenting Education Services
Bid No: RFP 08-005

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

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

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

RFP Registration Forms are due: June 17, 2008 at 11:00 a.m. EST

By faxing this completed page to the HCJFS Contract Services you will be registering your company's interest in this RFP, attendance at the bidders conference (attendance is not mandatory) and all ensuing addendums. Your signature is an acknowledgement that you have read and understand the information contained on this page.

| | |
|--|--|
| DATE: | |
| COMPANY NAME: | |
| ADDRESS: | |
| REPRESENTATIVE'S NAME | |
| TELEPHONE NUMBER | |
| FACSIMILE NUMBER: | |
| EMAIL ADDRESS: | |
| NUMBER OF PEOPLE ATTENDING PRE-PROPOSAL CONFERENCE: | |
| SIGNATURE: | |

Registration helps insure that vendors will receive any addendum to or correspondence regarding this RFP in a timely manner. (The HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.) * **RFP Registration Forms are due: June 17, 2008 at 11:00 a.m. EST.**

Only vendors registering for the RFP will be considered for a contract. All others vendors will be disqualified. Please fax this completed page to HCJFS Contract Services at (513) 946-2384.

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 6/05)

I. Overview

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

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

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

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

1. accounting and record keeping systems;
2. copies of important documents such as the table of organization, Articles of Incorporation, insurance, etc.;
3. review of provider personnel files for proof of drivers' licenses, insurance, professional credentials, etc.;
4. tour of the provider's facility.

None of this information is to be released to anyone other than the provider without HCJFS management approval.

C. **Quality Assurance (Section C)** - identifies processes and procedures for ensuring quality service such as:

1. program staff training plan;
2. staff policy and procedure manual;
3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

| ITEM | EXPLANATION |
|---|---|
| 1. Reviewer's Name and Title | Staff name(s)/title(s) who completed the certification review. |
| 2. Initiation of Certification Process (Date) | Date the certification process began. |
| 3. Completion of Certification Process (Date) | Date the certification process was completed - all 3 sections completed.. |
| 4. Certification Status | Select the applicable answer as the certification process is completed. Select: in process, approved, denied. |
| 5. Tax I.D. # (aka Vendor #) | Tax I.D. (Vendor) number used in Performance. |
| 6. Oracle Contract # | Contract number used in Oracle |
| 7. Agency Name | Official name of the contract agency. |
| 8. Agency Address | Address for the location of the agency's administrative office. Indicate if there is a separate mailing address. |
| 9. Phone # | Phone number for the agency's administrative office. |
| 10. Fax # | Fax number for the agency's administrative office. |
| 11. Program Name | Program name for the purchased service, if applicable. |
| 12. Service Name | Service name from the Contract Services database picklist. |
| 13. Program Address, if different | Program address if different from the administrative office. |
| 14. Program Phone #, if different | Program phone number if different from the administrative office. |
| 15. Program Fax # | Program fax number if different from the administrative office. |
| 16. Agency's Hours/Days of Operation | Agency's hours of operation (begin/end times) and days of the week the agency is open for service. |
| 17. Program's Hours/Days of Operation | Contracted program's hours of operation (begin/end times) and the days of the week the program is open for service. |
| 18. Seasonal Hours, if applicable | Indicate if the program has seasonal (summer, holiday, etc) days and hours of operation. |
| 19. Agency Director's Name | Name of the Executive Director for the contracted agency. |
| 20. Agency Director's E-Mail Address | E-mail address for the Agency Director. |
| 21. Program Director's Name, if different | Name of the Program Director for the contracted program/service if different from the Executive Director. |
| 22. Program Director's Phone #, if different | Phone number for the Program Director if different from the agency or program phone numbers listed above in #9 and #14. |
| 23. Program Director's E-Mail Address | E-mail address for the Program Director if different from the Agency Director. |
| 24. Program Contact Person, if different | Name of the program Contact Person if different from the Program Director listed above in #20. |

| | |
|---|--|
| 25. Program Contact Person's Phone number, if different | Phone number for the program Contact Person if different from the phone number for the Program Director listed above in #21. |
| 26. Program Contact Person's E-Mail Address | E-mail address for the program contact person if different from the Program Director. |

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

| ITEM | EXPLANATION |
|--|---|
| 1. Other Provider certifications | Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management. |
| 2. Reviewed and accepted: a. Most recent annual indep. audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls. | <p>This information is used to determine the financial status of an agency. Things to look for are:</p> <ol style="list-style-type: none"> 1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy. 2. Do the attachments/exhibits indicate problems, recommendations, etc.? 3. Does the audit management letter indicate a problem or areas that need improvement? 4. Does the SAS61 indicate problems, concerns, etc.? 5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year. 6. Were taxes filed timely? If not, why? Were extensions requests done timely? 7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <i>Government Auditing Standards</i>. The information is also available on the GAO website at: http://www/gao.gov/policy/guidance.htm |

| | |
|--|---|
| <p>3. Indicate Provider's filing status with the IRS:</p> <ul style="list-style-type: none"> a. 501C3 (not-for-profit); b. sole proprietor; c. corporation (for profit); d. government agency; e. other (specify). | <p>The filing status is important because of filing and tax conditions which are unique to each category.</p> |
| <p>4. Received current copies of:</p> <ul style="list-style-type: none"> a. Articles of Incorporation, if applicable; b. job descriptions for all staff in program budget; c. insurance with the correct amount, type of coverage and add'l. insureds listed; d. Worker's Compensation insurance; e. table of organization including advisory boards & committees; f. service/attendance form, sign-in sheet, etc. g. contract service contingency plan, if applicable. | <p>Copies of all the documents must be received prior to contract signing.</p> <ul style="list-style-type: none"> 1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O. 2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current. 3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions. 4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client names, date, begin/end time, unit(s) of service, name of teacher/case worker, etc. 5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan? |
| <p>5. Reviewed 3 of the last 12 months board minutes</p> | <p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p> |

| | |
|--|---|
| <p>6. Reviewed accounting/record keeping system:</p> <ul style="list-style-type: none"> a. financial record keeping method <ul style="list-style-type: none"> 1) is a separate account set up for our program? 2) are invoices filed for easy reference? b. cash or accrual system; c. revenue source during start-up period; d. ability to issue accurate and timely reports e. maintenance of client service records . <ul style="list-style-type: none"> 1) method for documenting client service; 2) method for compiling data for reports; 3) method for tracking performance indicators; f. how will the Provider manage cash flow during the first 3 months of the contract? | <ol style="list-style-type: none"> 1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account. 2. Determine how financial invoices will be filed. Is this adequate for audit purposes? 3. Identify the accounting system used - cash vs accrual. This is important in an audit for determining how expenses and revenues are reported. 4. Determine how the agency will meet payroll and other contract related expenses during the start-up period, prior to receiving the first contract reimbursement. 5. Review the process for reporting expenses, service and performance goals. Does provider have the administrative capacity to manage the contract in an accurate and timely fashion? In the program area? In the financial area? 6. Review the process for documenting and maintaining client service records. Is it acceptable for audit purposes? Can invoiced services be easily tracked to a source document? Is the information in the source document legible, complete, etc? 7. Since the initial reimbursement will be approximately 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time. |
| <p>7. When applicable, review personnel files for proof of required documentation including, but not limited to:</p> <ul style="list-style-type: none"> a. current professional license/certification; b. driver's license with < 5 points; c. proof of car insurance; d. police/BCII check completed within the last 12 mons. | <p>Based on the work performed by the contract agency's staff, conduct a sampled review of personnel files to ensure required documentation is current and on file. Indicate discrepancies and develop an action plan with the agency to ensure compliance prior to contract signing.</p> |
| <p>8. Transportation Issues (when applicable)</p> <ul style="list-style-type: none"> a. is public transportation readily available? b. how far from the program site is the public transportation stop? c. indicate the type of available parking facilities: <ul style="list-style-type: none"> 1) private lot; 2) municipal/public lot; 3) on-street parking; 4) client/staff pay to park. | <p>This section is to identify potential problems for the program area in client access of service.</p> |

| | |
|--|--|
| <p>9. Interior - Public Areas</p> <ul style="list-style-type: none"> a. indicate general impression of appearance- cleanliness, neatness, safety, etc. b. is facility handicapped accessible? c. are bathrooms handicapped accessible? d. does facility design ensure client confidentiality? e. is the facility adequate for our program? f. ask provider if a negative building safety report has been issued by the fire department. | <p>Purchased services are to be provided in an appropriate setting and accessible to all referred clients. This area is subjective and open to interpretation. The question to ask yourself is if you'd feel comfortable referring a client to this location. The fire department only issues a report when there are building safety issues. Ask to see any negative safety report and, if any, ask for proof of compliance - repair invoices, etc. Calls can be made to the fire department if the status is in doubt.</p> |
| <p>10. Contract Management Plan - review provider's written plan for contract management.</p> <ul style="list-style-type: none"> a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS? b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS? c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements? d. what is provider's plan for conducting self-reviews to ensure contract compliance? e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing? f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS? g. what is provider's plan for monitoring contract utilization? | <p>The purpose of the plan is to ensure the provider is fully aware of the contractual obligations and has a pro-active plan for managing the various contract components. At a minimum, the provider's written plan must address these seven (7) areas.</p> |

Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.

| ITEM | EXPLANATION |
|---|---|
| <p>1. Training plan for program area staff. Are provider staff aware of contract requirements?</p> | <p>Provider must have a written plan for ensuring provider's staff is aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.</p> |
| <p>2. Written program policies</p> | <p>Review program policies to ensure contract conditions are maintained.</p> |
| <p>3. Policy & procedure manual for staff</p> <ul style="list-style-type: none"> a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training. | <p>The manual is for the entire provider agency. Is cultural diversity part of agency wide training?</p> |
| <p>4. Received copy of provider's brochures or literature regarding their programs.</p> | <p>How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?</p> |

| | |
|---|--|
| <p>5. Received copy of providers's QA/QI plan or activities. At a minimum, the following must be included:</p> <ul style="list-style-type: none"> a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records. | <ul style="list-style-type: none"> 1. Does the agency have a Quality Improvement program? 2. Is there a <u>current</u> QI plan that incorporates involvement of all program areas, front line staff representation, fiscal, administration, clinical staff, families served? 3. Is there a client satisfaction mechanism in place? 4. How are client contacts, referrals, service delivery measured and tracked? 5. Are service goals articulated clearly? Are there mechanisms in place to track and report individual and aggregate data on client activities/outcomes? Financial outcomes? 6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making? 7. Grievance process available - easily accessible to clients. Process for tracking and reporting individual and aggregate data on grievances? 8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues? 9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed? |
|---|--|

Hamilton County Department of Job and Family Services
Provider Certification Document

Section A. Program Identifying Information - This process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency.

| | |
|--|--|
| 1. Reviewer's Name and Title | |
| 2. Initiation of Certification Process (Date) | |
| 3. Completion of Certification Process (Date) | |
| 4. Certification Status | |
| 5. Tax I.D. # | |
| 6. Oracle Contract # | |
| 7. Agency Name | |
| 8. Agency Address | |
| 9. Phone # | |
| 10. Fax # | |
| 11. Program Name | |
| 12. Service Name | |
| 13. Program Address, if different | |
| 14. Program Phone #, if different | |
| 15. Program Fax #, if different | |

| | |
|---|--|
| 16. Agency's Hours/Days of Operation | |
| 17. Program's Hours/Days of Operation | |
| 18. Indicate seasonal hours/days of operation, if applicable | |
| 19. Agency Director's Name | |
| 20. Agency Director's E-Mail Address | |
| 21. Program Director's Name, if different | |
| 22. Program Director's Phone #, if different | |
| 23. Program Director's E-Mail Address | |
| 24. Program Contact Person, if different | |
| 25. Program Contact Person's Phone #, if different | |
| 26. Program Contact Person's E-Mail Address | |

NOTES:

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

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

| | | | |
|--|--|--|--|
| d. Worker's Compensation insurance; | | | |
| e. table of organization including advisory boards & committees; | | | |
| f. service/attendance form, sign-in sheet, etc. | | | |
| g. copy of the contract service contingency plan, if applicable for this service. | | | |
| 5. Reviewed 3 of the last 12 months board minutes | | | |
| 6. Reviewed accounting/record keeping system: | | | |
| a. financial record keeping method | | | |
| 1) is a separate account set up for our program? | | | |
| 2) are invoices filed for easy reference? | | | |
| b. cash or accrual system; | | | |
| c. revenue source during start-up period; | | | |
| d. ability to issue accurate and timely reports | | | |
| e. maintenance of client service records . | | | |
| 1) method for documenting client service; | | | |
| 2) method for compiling data for reports; | | | |
| 3) method for tracking performance indicators; | | | |
| f. how will provider manage cash flow during the first 3 months of the contract? | | | |
| 7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to: | | | |
| a. current professional license/certification; | | | |
| b. driver's license with < 5 points; | | | |
| c. proof of car insurance; | | | |

| | | | |
|---|--|--|--|
| d. police/BCII check completed w/in last 12 mons. | | | |
| 8. Transportation Issues (when applicable) | | | |
| a. is public transportation readily available? | | | |
| b. how far from the program site is the public transportation stop? | | | |
| c. indicate the type of available parking facilities: | | | |
| 1) private lot; | | | |
| 2) municipal/public lot; | | | |
| 3) on-street parking; | | | |
| 4) client/staff pay to park. | | | |
| 9. Interior - Public Areas | | | |
| a. indicate general impression of appearance - cleanliness, neatness, safety, etc. | | | |
| b. is facility handicapped accessible? | | | |
| c. are bathrooms handicapped accessible? | | | |
| d. does facility design ensure client confidentiality? | | | |
| e. is the facility adequate for our program? | | | |
| f. ask Provider if a negative building safety report was issued by the fire department. | | | |
| 10. Contract Management Plan - review provider's written plan for contract management. | | | |
| a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS? | | | |
| b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS? | | | |
| c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements? | | | |

| | | | |
|--|--|--|--|
| d. what is provider's plan for conducting self-reviews to ensure contract compliance? | | | |
| e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing? | | | |
| f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS? | | | |
| g. what is provider's plan for monitoring contract utilization? | | | |

Additional comments/notes for Section B:

Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.

| Item | Comment | Date Rec'd. | Date Complete |
|--|---------|-------------|---------------|
| 1. Training plan for program area staff. a. proof provider staff are aware of contract requirements. | | | |
| 2. Written program policies | | | |
| 3. Policy & procedure manual for staff a. provider's overall operation policy; | | | |
| b. personnel policies; | | | |
| c. policy for using volunteers; | | | |
| d. affirmative action; | | | |
| e. cultural diversity training; | | | |
| f. police check policy. | | | |
| 4. Received copy of provider's brochures or literature regarding their programs. How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations? | | | |
| 5. Received copy of providers's QA/QI plan or activities. At a minimum, the following should be included: a. consumer program satisfaction results (define method(s) to be used); | | | |
| b. HCJFS & provider staff satisfaction feedback mechanisms (defined in plan); | | | |
| c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, and contact dates and units; | | | |

| | | | |
|--|--|--|--|
| d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; | | | |
| e. written information regarding service programs operated by provider & how the information is disseminated to consumers; | | | |
| f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances and individual and program related grievance summaries; | | | |
| g. detailed safety plan; | | | |
| h. detailed written procedure for maintaining the security and confidentiality of client records. | | | |

Additional comments/notes for Section C:

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