

REQUEST FOR PROPOSALS

FOR

**TRADITIONAL FAMILY FOSTER CARE AND
TREATMENT FOSTER CARE PLACEMENT
SERVICES**

RFP 07-004

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(November 2, 2007)

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REQUEST FOR PROPOSAL (RFP)
FOR TRADITIONAL FAMILY FOSTER CARE AND
TREATMENT FOSTER CARE PLACEMENT 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 traditional family and treatment foster care placement services for children identified to be in need of these services. HCJFS reserves the right to award multiple contracts for the services.

1.2 Scope of Service

Hamilton County has been engaged in a participatory planning effort to improve local capacity and “step down” placement alternatives over the past several years. As part of that effort, a vision statement has been embraced that reinforces the value of serving youth in Hamilton County in a well-coordinated system of care that is: seamless for the child/family; culturally competent; standardized, in terms of multi-disciplinary assessment; outcome driven; cost effective; and collaborative in building upon partnerships with providers, community partners and funders in sustaining quality services.

HCJFS is looking for organizations to provide traditional (family) and treatment (therapeutic) foster care services for child welfare youths of Hamilton County, meeting the level of care (LOC) criteria for foster care placement services (see attachment). HCJFS is seeking service providers who are able to increase stability for

youth in placement, maintain sibling placements, reduce the length of time a youth spends in care, and enhance reunification and permanency options and outcomes for children. Service elements may also include respite and crisis support to kinship, adoption and family placements. Foster home recruitment efforts for agencies will focus on attracting a diverse pool of families to work with children with varying needs, and will focus on local recruitment of homes to expand capacity within and closely surrounding Hamilton County. HCJFS values an organization's willingness and ability to operate in a free standing or cooperative continuum of care, allowing children to move into more or less restrictive care settings while maintaining the same school, psychiatrist, etc.

1.2.1 Population

HCJFS is seeking to procure services for approximately 430 children in treatment foster care and family foster care settings. 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. The number of youth in HCJFS custody who require foster care placements vary from month to month.

In 2006, an average of 64 children were served at a traditional foster care (TFC T level) within private networks. 79% of these children ranged in age between 0 and 4 years. These placement arrangements were made to accommodate sibling sets and to accommodate the need for traditional placements when HCJFS had exceeded internal agency foster home capacity. It is anticipated this trend will continue.

In 2006, an average of 227 youth were placed at therapeutic foster care, TFC 1 level. 75% of these children ranged in age between 10 and 18 years.

In 2006, an average of 109 children were placed at therapeutic foster care, TFC 3 level. 75% of these children ranged in age between 12 and 17 years.

In 2006, an average of 13 youth were placed at therapeutic foster care special needs, TFC-SN. There was an even distribution among ages in this category.

In all cases, these youth have a history of neglect, abuse, and dependency. Youth requiring out-of-home-care placements will have a range of custody statuses from Emergency Orders (EO), Temporary Custody (TC), Planned Permanent Living Arrangements (PPLA), to Permanent Commitments (PC). The primary outcomes

for these children are safety, permanency, and well-being. All service Providers will incorporate these outcomes into their treatment plans and program curriculums.

Many of the youth in this population experience emotional, psychological, behavioral and learning challenges. Some national estimates indicate approximately 90% of youth in placement have an identifiable mental health or behavioral health issue. For those older youth in PC, youth with custody status, and for youth in PPLA, the prevalence of conduct disorder, post traumatic stress disorder, and mild mental retardation is especially high. Many of these youth are also at greater risk of being placed out of Hamilton County because local services have not been able to effectively engage families, locate alternate permanent placement options, address specific treatment needs or keep the youth safe in a lower level of care (kinship home, family or adoption). Youth are at greater risk of being involved in the child welfare system for a longer period of time and, therefore, are at greater risk for unstable, long-term placements, poor overall education, poor overall health and poverty.

Programs incorporating evidence based logic and treatment models, and successful histories of effectively working with youth who have complex post traumatic stress disorders, conduct disorders, sexual behavior disorders and other mental health and attachment difficulties are currently needed to improve local services and long term outcomes for high-risk HCJFS youth.

1.2.2 Service Components

Services will be individualized and capitalize on the strengths of the youth and family. A Provider shall have the following service components to best serve youth residing in foster care:

- A. Referral Response Time – the majority of out of home care placements result from an emergent need to protect and to ensure the safety of a child. Children in crisis situations require vigilant support and timely placement to reduce trauma associated with separation from a parent. Foster care providers must be able to respond accordingly and abide to the following response needs:
 1. Emergent (placement is needed same day). Contact with Utilization management or 241-KIDS after hours within 2 hours from receipt of referral;

2. Urgent (placement is needed the following day). Contact with Utilization Management or 241-KIDS with 4 hours from receipt of referral.
3. Routine (all other placements). Contact with Utilization Management within 24 hours or next business day if referral is made on Friday.

B. Housing - traditional family and treatment family foster homes;

C. Basic Needs – all youth are provided all basic needs (food, clothing, shelter);

D. Independent Living Skill Development - For youth 16 years of age and older, the placement provider shall utilize the independent living skills assessment outcome in accordance with OAC 5101:2-5-33. Providers shall incorporate the assessment outcomes into service planning and curriculum and provide the opportunity for youth to develop independent living skills including but not limited to:

1. Personal Care - health/medical, food/nutrition, clothing care, household chores, money management, leisure time, safety, community resources, housing, transportation and legal issues;
2. Psychosocial – decision making, relationship building, parenting, sexuality, self image, communication and response to authority;
3. Education – basic education, high school graduation, vocational training, preparation for higher learning opportunities whenever possible; and
4. Employment – job, careers and work habits.

E. Transportation – to be offered at no additional cost for medical appointments, school (unless otherwise provided by the school district), therapy appointments, child and family team meetings, recreational activities, home visits and family visitations (supervised visits, sibling visits, etc.);

F. Financial Assistance – to include adequate and seasonally appropriate clothing, basic personal care items and transportation;

G. Case Management - activities performed for the purpose of providing, recording and supervising services to youths and their parents, guardians, custodians, caretakers, or substitute caregivers. Case management is responsible for:

1. coordinating interdisciplinary care services (i.e. clinical treatment, behavior

management, education, medical mental health, etc.);

2. developing, in collaboration with youth, family and treatment teams, plans of care to meet youth's needs and are most likely to reduce the time youths spend in care and increase the likelihood of permanency;
3. implementing the plans of care;
4. identifying expected outcomes and guiding youths and families toward these outcomes;
5. coordinating, monitoring and evaluating services required to meet youth's needs; and
6. communicating plans and services to all parties involved with youths.

H. Crisis Support - 24 hours/7 days a week/on-call availability to the child and foster family;

I. Respite Care – documented, defined, accessible respite care plan for all youth.

J. Small Groups – as it relates to support and education;

K. Legal - Court appearances, testimony, and reports to the court;

L. Monthly progress reports -monthly progress reports will include well documented contact with youth, family, foster family and other professionals involved with the youth, overall assessment of youth's progress, interventions utilized, youth's ongoing adjustment to placement, education, safety and well-being, family or sibling visits and efforts and activities geared toward permanency and discharge planning;

M. Outcomes – agency has established outcome measurement practices. Outcomes are utilized to inform quality improvement initiatives and service effectiveness. Annual reports are to be made available to HCJFS and should include outcomes related to:

1. Clinical;
2. Stability of placement;
3. Discharge;
4. Incidence of abuse/neglect; and
5. Consumer satisfaction.

N. Follow-Up - Aftercare to insure transitions back into the community are well planned and sustained;

O. Planning - Intake/treatment/transitional planning/discharge and permanency planning.

Planning must incorporate youth and family in all aspects.

P. Health Care – all youths are provided timely routine and specialized medical and dental care and in accordance with Ohio Administrative Code (OAC);

Q. Visitation – support flexible visitation plans which are tailored to the youth and family, in the least restrictive setting and are the most likely to enhance permanency outcomes. Support and engage youth in flexible sibling visitation plans;

R. Foster Home Contact- contact and visits to foster homes will be provided in accordance with OAC guidelines for Family and Treatment foster care;

S. Foster Care Licensing- recruitment, certification and recertification practices will, at a minimum, be in accordance with OAC 5101:2-5 regarding agency assessment of an Initial Application for Foster Home Certification.

T. Child Placement and Matching Activities:

1. Youth are placed, whenever possible, in close proximity to identified community, school, social and family supports.

2. Youth are placed, whenever possible, with siblings.

3. Youth are matched with families who are able to respond to the unique characteristics, needs and strengths of the youth in their care.

U. Families' participation in youth's day to day living activities;

V. Families' input is incorporated into all aspects of planning, including discharge and treatment;

W. Demonstrated ability to use community resources and supports as a part of treatment planning and in support of continuity of care with existing services; and

X. Demonstrated capacity to communicate and work collaboratively with professionals, courts and youth's family.

Y. Provider shall have an interpreter or services available for Limited English Proficiency consumers.

1.3 Licensure and Training

A. Licensure – All documentation supporting compliance with these requirements shall be maintained in the Provider’s records for foster parents and organization employees. TFC Providers must maintain appropriate licensure from Ohio Department of Job & Family Services (ODJFS), Ohio Department of Mental Health (ODMH) or Ohio Department of Mental Retardation and Developmental Disabilities (ODMRDD) at all times.

B. Staff Training - Programs must have sufficient policies to address staff orientation and ongoing training needs. Staff are trained to adequately report any major unusual incidents, allegations of abuse/neglect of any kind, and other grievance processes to ensure multiple methods for reporting and investigating any claim of maltreatment or safety issue reported by a youth or family member to staff or other stakeholders. Such policies may be reviewed and monitored by HCJFS upon request or as part of any program or audit review. Employees must complete all needed training prior to unsupervised contact with youth. Foster families will complete all caregiver and orientation training as required per OAC 5101:2-5-33 and in accordance to type of foster home for which certification is sought prior to licensure and placement of youth in the home. Treatment foster homes must meet ODJFS standard for treatment homes prior to placement of youth identified as TFC 1, TFC 3 or TFC-SN by HCJFS.

C. Structural Conditions - Structures associated with all foster care living arrangements are maintained in a safe state of repair and in accordance with all ODJFS, ODMH and MRDD requirements.

D. BCII – Under OAC 5151:2-7-14(G), foster caregivers are required to notify the agency that recommends them for certification, within twenty-four hours, of any charge of any criminal offense brought against the caregiver or any resident of caregiver’s home. Providers must have procedure in place to ensure compliance of foster caregivers with state regulations for criminal record screenings.

E. Instant Notification – HCJFS will provide names, social security numbers and dates of birth of foster parents caring for children in HCJFS custody, to the Hamilton County Clerk of Courts office. Daily data cross referencing checks (Instant Notification) of Hamilton County criminal offenses and/or convictions are compared to identifying information of foster caregivers and other co-habitants.

F. Quality Improvement (QI) Outcomes - agency has established outcome measurement practices. Outcomes are utilized to inform quality improvement initiatives and service effectiveness. Annual reports are made available to HCJFS and should include outcomes related to:

1. Clinical and treatment;
2. Stability of placement;
3. Discharge;
4. Incidence of abuse/neglect;
5. Consumer satisfaction; and
6. Statewide outcome projects.

2.0 Provider Proposal

To expedite and simplify the process for evaluating proposals, and to assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using 12 point Arial font. Providers are encouraged, but not required, to use double sided copies, where possible, in their proposal. Proposals must contain all the specified elements of information **without exception, including all subsections therein.** Proposal sections must be numbered corresponding to the following format:

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.3 - Customer References

Section 2.4 - 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.

2.2 Service and Business Deliverables

Providers must describe with particularity how their program meets each of the following expectations:

2.2.1 Program Components

- A. Meet the Scope of Services. Include a statement describing how Provider resources and experiences will support this program. Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP.
- B. Describe how your organization will ensure all youth are provided all basic needs, including food, clothing and shelter.
- C. Detail how your organization will ensure that youth are placed in close proximity to identified community, school, social and family supports. Include how your organization will ensure that transportation is available to support connections to school, community and family.
- D. Describe how your organization will ensure that families and youth are involved and incorporated into all aspects of treatment planning, ongoing treatment and discharge planning.
- E. Describe how your organization will work with HCJFS to provide services and supports that will lead to reduced length of time in care and promote permanency planning for youth that results in reunification with family/kin, guardianship or adoption.
- F. Describe how your organization will work with HCJFS to provide services and supports that will lead to reduced length of time in care and promote permanency planning for youth that results in reunification with family/kin, guardianship or adoption.
- G. Describe how your organization will use community resources and supports as a part of treatment planning and in support of the continuity of care with existing services or services that can continue post discharge.

- H. Describe partnership with any school, vocational or community organizations with the specific intent to support foster youth.

- I. Provide a detailed description of your organization's continuum of services, degree or demonstrated prior coordination, and organization's curriculum/treatment modalities.

- J. Provide copies of policy that address aftercare and/or post discharge activities performed by your agency. Describe how your agency will ensure transitions back in to the community are well planned and sustained.

- K. Provide the following information, if applicable, for the last 12 months of service delivery.
 - a. average length of stay for each youth;
 - b. average age of youth at discharge;
 - c. where youth were discharged (family, adoption, emancipation, disruption to higher level of care, or lateral);
 - d. number of youth who were discharged to prison or DYS settings;
 - e. number of disruptions and reason for disruption;
 - f. number of current foster homes and location of homes by county;
 - g. number of traditional family foster homes;
 - h. number of treatment therapeutic homes; and
 - i. number of medically fragile homes.

- L. Identify any actions against your organization through ODJFS, ODMH or any licensing body over the past 10 years that included Corrective Action Plans, Temporary License or Revocation. Provide outcome of any action.

- M. Describe how your organization will ensure that children are safe in foster homes.

- N. Describe how your organization will ensure foster parents are adequately prepared, trained and supported to meet the care needs of youth.

- O. Describe how your organization will ensure all children have well defined and documented respite plans.

- P. Describe your organization's ability to match children with foster caregivers who will best meet their needs.

- Q. Describe how your organization will limit or reduce the number of disruptions in foster care and ensure

services and supports are in place to maintain and preserve stability of placements.

- R. For youth 16 years of age or older, detail how your organization will ensure staff and foster parents provide teaching and skills development related to independent living including but not limited to the following; personal care, health/medical, food/nutrition, clothing care, household chores, money management, psychosocial skills, education skills and employment skills.
- S. Describe how your organization will support and ensure visitation occurs according to the child and family's needs, is flexible and in the least restrictive setting.
- T. Describe your organization's experience with delivering evidence based services and treatment models, and successful history of effectively working with youth who have complex mental health, learning and behavior disorders. Include crisis management and support to the child and foster family.
- U. Describe how your organization will ensure all youth receive timely routine and specialized medical and dental care in accordance with OAC, and how documentation will be submitted to HCJFS for child's case records.
- V. Provide a description of your organization's staff training, clearance of any foster parent and employee and policy to report any major unusual incidents and/or allegations of abuse or neglect.
- W. Demonstrate how your organization will accommodate sibling sets and traditional family foster care placements.
- X. Provide copies of aggregate outcome reports and/or evaluation reports. Describe how information is utilized to improve program outcomes and effectiveness.
- Y. Describe your agency's participation in local or statewide outcome measurement initiatives such as the OACCA Outcomes Data Project. If your agency does not participate in these initiatives, describe your agency's willingness to participate.
- Z. Provide a narrative detailing the scope of activities performed as Case Management functions and for the the purpose of providing support, coordination, treatment and planning activities for the child and family.

AA. Describe aftercare and methods used to ease transitions of youth into lower levels of care into sustainable long term, permanent placement settings in collaboration with caseworkers, families and other treatment team members.

BB. Describe how your organization will respond to emergent, urgent and routine placement needs during business hours, after hours and on weekends.

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 Provider's organization. Include the Provider's mission statement and philosophy of service.

C. Subcontracts

Submit a letter of intent from each subcontractor, if any, indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Provider.

D. Provider's Primary Business

State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.

E. Table of Organization

Clearly distinguish programs, channels of communication and the relationship of the proposed purchase of service to the total company.

F. Insurance and Worker's Compensation

A current certificate of insurance, current endorsements and Worker's Compensation verifications.

G. Job Descriptions

For all positions in the program budget.

H. Daily Service/Attendance Form

Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.

I. Program Quality Documents

Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.

J. Agency's/Firm's Brochures

A copy of the agency's/firm's brochures which describe the services being proposed.

K. Information Management Systems

Demonstrate Provider's ability to maintain and enter consumer's clinical information into the HCJFS software system known as Managed Care Partnership (MCP).

Please provide the following attached only to the original proposal:

L. 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.

M. 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 years 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.

N. Article of Incorporation

Article of Incorporation or other applicable organization documentation.

O. Licensure

A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any 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. Also, provide the outcome of any such actions.

2.2.3 Budget and Cost Considerations

A. Provider must submit a budget for Contract Years 1, 2 and 3 that Provider understands will be the basis of calculation of the Unit Rate to be used to compensate Provider for services provided. Provider must warrant and represent the budget is based upon current financial information and programs, and include all costs relating to but not limited by the following:

1. Title IV-E maintenance;
2. Case management;
3. Transportation; and
4. Other direct services (e.g. special diets, clothing, insurance, respite care), behavioral healthcare, administration, needed to accurately calculate the cost of a unit of Service (the "Unit Rate").

Provider will notify HCJFS, in writing, within five (5) business days when it knows or should have known the information contained in the budget is inaccurate. 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. Specify the cost 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. Total program cost for each year must be listed on the Cover Sheet, Attachment A. Providers must include all costs relating to each service for which provider submits a proposal.

- B. Provider must submit a detailed narrative which demonstrates how costs are related to the service presented in the proposal.
- C. 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.
- D. For the purposes of this RFP, “**unallowable**” program costs include:
 - 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 uncorrectable accounts and other claims and related costs;
 - 3. bonding costs;
 - 4. contributions to a contingency(ies) 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 staff only;
 - 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 OAC 5101:2-47-25(n);
 - 13. losses on other contracts’;

14. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
15. costs related to legal and other proceedings;
16. goodwill;
17. asset valuations resulting from business combinations;
18. legislative lobbying costs;
19. cost of organized fund raising;
20. cost 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;
24. major losses incurred through the lack of available insurance coverage; and
25. 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.

2.3 Customer References

Provider must list at least three (3) references for whom services were provided similar in nature and functionality to those requested by HCJFS. Each reference must at least include:

- A. Company name;
- B. Address;
- C. Phone number & fax number;
- D. Contact person;
- E. Nature of relationship and service performed; and

F. Time period of contract.

2.4 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.

3.0 PROPOSAL GUIDELINES

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	Friday, Nov. 2, 2007
RFP Provider's Conference	Tuesday, Nov. 13, 2007
Deadline for Receiving Final RFP Questions	Friday, Nov. 16, 2007
Deadline for Issuing Final RFP Answers	Tuesday, Nov. 20, 2007
Deadline for Proposals Received by HCJFS Contact Person	Monday, Dec. 3, 2007
Proposal Review Completed	Thursday, Dec. 13, 2007

3.2 HCJFS Contact Person

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.

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:

Bev Donald, Contract Services
Hamilton County Department of Job and Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202

3.3 Provider's Conference

A Provider's Conference will take place at ***Hamilton County Job & Family Services, 237 William Howard Taft Road, Cincinnati, OH 45219, Room GN-009, on Tuesday, November 13, 2007 at 11:00a.m.*** While attendance is not mandatory, it is highly recommended for each Provider to have a representative attend the Providers' Conference. The purpose of the Provider's Conference is to answer questions related to the RFP.

All interested Providers must fax or e-mail the **HCJFS Contact Person** prior to the Providers' Conference to register, leaving their name, company name, fax number and phone number. The fax number is **(513) 946-2384**. The e-mail address is **donalb@jfs.hamilton-co.org**. All answers issued in response to Provider questions become part of the RFP and 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 Providers' 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 Providers' Conference.
- B. After the Providers' Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. No questions will be accepted after **November 16, 2007**. The final responses will be faxed or e-mailed on **November 20, 2007** at the close of business.

3.4 Prohibited Contacts

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;
- B. HCJFS program manager and his/her staff assigned to the program;
- C. **HCJFS Contact Person** as listed in **Section 3.2**; and
- D. HCJFS staff involved with the RFP development, management and evaluation process.

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 that violates or attempts to manipulate the RFP process in any way is taken very seriously.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, 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**.

3.5 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.

3.6 Provider Examination of the RFP

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 3.7 Addenda to RFP**. Clarification shall be given by fax or e-mail to all parties who registered without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to **November 16, 2007** 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.

3.7 Addenda to RFP

HCJFS may modify this RFP no later than **November 20, 2007** by issuance of one or more addenda to all parties who registered for the RFP.

In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone inquiry are necessary, the HCJFS Contact Person, or designee, will be responsible for

contacting only those Providers who registered for the RFP as described in **Section 3.3 (c) Providers' Conference.**

3.8 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

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 is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. If Hamilton County is required by law to disclose any material or information, Hamilton County will use its best efforts to notify Provider prior to such disclosure. Notwithstanding the above, 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 with five (5) business days shall be deemed permission for Hamilton County to release such documents.

4.2 Proposal Cost

The cost of developing proposals is entirely the responsibility of the Provider and shall not be chargeable to HCJFS under any circumstances. Provider must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at the 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 Provider Representative's Signature

The Cover Sheet shall be signed by an individual who is authorized to contractually bind the Provider. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by HCJFS. All unsigned proposals will be rejected. In submitting a proposal, Provider affirms all statements contained in the proposal are true and accurate.

4.5 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the entire written 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 December 3, 2007**. Proposals received after this date and time will not be considered. Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested. 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.

4.6 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

- A. award a proposal received on the basis of individual items, or on the entire list of items'
- B. reject any proposal, or any part thereof; and
- C. 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.

4.7 Evaluation and Award of Agreement

Preliminary Proposal Review

The review process shall be conducted in four stages:

Stage 1. A preliminary review to ensure the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP. Proposals which meet Stage 1 requirements described below will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Stage 2. A thorough review of proposals by Review Committee. Qualified proposals will be given a preliminary score, in accordance with the review process.

Stage 3. Review of additional materials, such as references, and, if necessary as determined by Review committee, oral presentations, demonstrations, or written clarification. Modification, as appropriate, of preliminary scores, based on additional information.

Stage 4. Compilation of scores, and determination of winning proposal.

Although it is hoped and expected a Provider will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

1. Stage 1 Preliminary Review

Qualified proposals in response to the RFP must meet the following requirements:

A. Timely Submission – The proposal is received at the address designated in the RFP no later than **December 3, 2007 at 11:00 a.m. EST** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall not be considered.

- B. Signed and Completed Cover Sheet

2. Stage 2 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 bidder's proposal and their responses to the questions identified in Section 2, Provider's Proposal, any work samples and additional submitted materials using criteria developed by the HCJFS. Ratings will be compiled using a Review Committee Rating Sheet.

Responses to each question will be evaluated and ranked using the following scale:

Inadequate – Provider did not respond to the questions or the response reflects a lack of understanding of the requirements.

Minimally Acceptable – Provider demonstrates a minimal understanding of the requirements and demonstrates some strengths, but also demonstrates some deficits.

Good – Provider's response reflects a solid understanding of the issues and satisfies all the requirements.

Excellent – Provider's response is complete and exceeds all requirements.

At the end of Stage 2, a preliminary ranking of Providers will be conducted, based solely on the scoring from this stage.

3. Stage 3 Additional Materials

Review Committee members will determine what additional or clarifying information is required to complete its review process. HCJFS may also consider Provider's history and experience in providing similar services and Provider's financial condition. 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. Reference Checks;
- C. 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. HCJFS reserves the right to video tape the presentations. The primary presentation must include Provider's key program personnel.

4. Stage 4 Evaluation

After Stage 2 and 3 are completed, final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Evaluation and Section 2.2.1 Questions are worth 60% of the total evaluation score.
- B. System Evaluation and Sections 2.2.2, 2.3 and 2.4 Questions are worth 20% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.

4.8 Proposal Selection

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

1. All proposals will be evaluated in accordance with Section 4.7 Evaluation & Award of Agreement. The proposal is rated based on the criteria in the RFP.
2. Based upon the results of the evaluation, HCJFS will select a Provider for the services who it determines to be the most responsive and responsible bidder, with price and other factors considered.
3. HCJFS works with selected Provider to finalize details of the Agreement using Exhibit B, Contract Sample, to be executed between HCJFS and Provider.
4. If HCJFS and Provider are able to successfully finalize the Agreement, HCJFS will award Provider a contract.
5. 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 if it is deemed necessary.

4.9 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 must be received by HCJFS within five (5) working days after receipt of notification of the decision. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedures on which the request is based. 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 HCJFS Contact Person**. 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. HCJFS has the final decision-making authority. HCJFS is under no obligation to approve a proposal as a result of the solicitation if, in the opinion of HCJFS, the proposal is not responsive to the needs of HCJFS and its consumers. The Provider requesting the meeting will be notified in writing of HCJFS' decision within 90 calendar days of the scheduled meeting. The administrative decision is final.

4.10 Provider Certification Process

For the selected Provider(s), the Provider Certification process will be completed prior to contract signing (**Attachment D**). The purpose of the process is to provide some assurance to HCJFS that the 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.

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 compliment each other and shall where permissible be so interpreted. However, if any provision of this RFP or the attachments are in 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 two (2) additional one (1) year renewal periods. Provider must submit a budget for the initial term and a budget for each renewal year as a part of this RFP process. For renewal years, any increases in unit rates will be limited to no more than 3% and will be conditioned upon Provider submitting to HCJFS a budget and narrative description supporting such renewal year unit rate increase no later than 120 days prior to the end of term then in effect. Contract renewal and any rate increase (up to 3%) will be initiated at the sole discretion of HCJFS. HCJFS' decision to renew the contract will be contingent on contract performance and funding availability.

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.

HCJFS may provide incentives and disincentives to group homes for meeting the above requirements, including but not limited to, increasing or decreasing the number of referrals and pay-for-performance.

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 that requires them to come into contact with confidential HCJFS information will be required to hold confidential such information.

As a means of ensuring the confidentiality of consumer information, all data exchanged by e-mail which is outside of the HCJFS e-mail network will be transmitted as an attached WORD or Excel document which 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, regular mail or on a disk.

5.5 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;

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 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.

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 will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

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.

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.

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 F) 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 Section 3517.13 of the Ohio Revised Code form (Campaign Contribution Declaration – HB694)**. Amended Substitute House Bill 694 (“HB 694”) 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 Hamilton County Job & Family Service’s (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. The affidavits are included as Attachment H to this RFP. 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.

5.8 Terrorist Declaration

As part of the submitted proposal, the applicant will include a completed Ohio Department of Public Safety Form (Attachment G). 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 Residential Facility Operation And Safety 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 residential 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.

Exhibit I

A. Therapeutic Foster Care

1. Service Description: Therapeutic foster care is a community-based service providing placement for youths with severe behavioral/emotional problems in the homes of specially trained foster parents. These foster parents receive support, training, and case management from a licensed network staff. The foster parents are part of a holistic interdisciplinary team which addresses specific outcomes-based objectives to achieve permanency for the youth. In recognition of the difficulty of the population, HCJFS would prefer no more than two foster youths per home if possible. Unit of Service is defined as 24 hour period of placement services per youth.
2. Population Served: Abused, neglected, or dependent youths with severe behavioral/emotional problems, ages six (6) to eighteen (18), who require placement. Therapeutic Foster Care Placement is indicated when placement within a residential setting would be too restrictive and placement in regular foster care would not provide the necessary structure nor services the child requires to live within the community.
3. Service Specifications: Service components available to the youth/family should include:
 - a. Intake;
 - b. Initial and revised treatment /discharge planning;
 - c. Case management;
 - d. Routine medical/medication monitoring;
 - e. Recreational activities/expenses;
 - f. Transportation for visits, therapy, etc;
 - g. Provisions for identified psychological/psychiatric treatment (i.e. assessments, crisis intervention, individual/group/family/grief/sexual therapy as needed, psychotropic medication monitoring, and access to a behavior management specialist);
 - h. Substance abuse treatment;
 - i. Court-related services (i.e. attendance at court hearings and filing charges);
 - j. Educational services (i.e. advocacy, attendance at conferences, IEP's, and other meetings);
 - k. Foster parent support (i.e. respite, support groups, crisis planning, twenty four (24) hours response, and initial, yearly augmentative, remedial, and specific training per ODJFS requirements or more); and
 - l. Reporting: Bimonthly (or more frequent) which addresses activity/progress in all identified services areas, foster-parent-daily logs, and incident reports. It is expected that provider reports will be well written, and as extensive as necessary.
4. Transportation: When a youth is in an Out of Home Provider's care, it is the Provider's responsibility to transport, at no additional cost, for medical appointments, school (unless otherwise provided by the school district,) therapy appointments, child and family team meetings, recreational activities, home visits and court hearings.
5. Clothing: Each youth will be outfitted with adequate and seasonally appropriate clothing upon placement with an Out of Home Care Provider. HCJFS will inventory the youth's clothing and determine if assistance is needed. If a complete initial voucher is not needed, an itemized voucher will be issued to supplement the existing clothing supply. The same youth may receive a maintenance auxiliary check when the season changes during the first year of placement. The foster parent will thereafter provide replacement clothing as needed.

Clothing purchases must be inventoried as required in the HCJFS Placement Packet - Foster Care Clothing Agreement. Provider is responsible for ensuring each Client has adequate and seasonally appropriate clothing when the youth leaves placement. If an Out of Home Care Provider fails to do so, HCJFS will supply such clothing and deduct the necessary amount from any payments owed to the Out of Home Care Provider.

6. For the purposes of initial referral and step downs, TFC T, and TFC 1 are distinguished from one another in the manner described below.
 - a. ODJFS IV-E rules create four (4) types of foster homes to serve varying levels of youth's needs. The rule describes required training, staffing requirements, administrative procedure and capacity for the foster home and treatment professionals.
 - b. Youth specific referral criteria and outcome goals are defined as follows.
 - i. TFC I is a level of foster care which provides a therapeutic living environment to the youth in order to improve functioning or behavioral health conditions. TFC I provides core support services within the foster care family, and youth with special need or behavioral health problems may be considered for this level of care based on functional assessment.
 - ii. TFC 3 is a level of foster care which provides a therapeutic living environment to a youth who has intensive and ongoing service needs. Youth who have complex service needs or coexisting disorders may be considered for this level of care based on functional assessment. The outcome goal is to improve functioning and reduce level of care and service intensity.
 - iii. TFC SN is a level of foster care which provides a therapeutic living environment to a youth who has intensive, acute and/or chronic medical, behavioral, safety or developmental needs that require specialized training, support and supervision by a caregiver. Functional assessment may indicate a need for a more restrictive setting. The outcome goal is to improve functioning while supporting the youth in a community setting.

B. Traditional Foster Care

TFC Basic/Traditional is a level of foster care when JFS assumes custody of youth under the following circumstances: When parents are not available due to hospitalization, incarceration, (b) whereabouts unknown, or when (c) parents are unable or unwilling to provide safe care for the youth. Youths without behavioral health needs that require intervention can be placed in this level of care. The goal is to provide an alternative home environment to assist the youth in growth and development, it may also be used as a step-down from more restrictive out-of-home care. The major distinction between traditional family foster care and the sublevels of therapeutic foster care is the absence of major behavioral health issues for TFV Basic/Traditional.

Category:	<i>Therapeutic-Basic</i>	<i>Therapeutic-</i>	<i>Therapeutic- Basic</i>	<i>Treatment Foster</i>
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	<i>Traditional Foster Care</i>	<i>Basic Traditional Foster Care</i>	<i>Traditional Foster Care</i>	<i>Care</i>
Discrete Service	Therapeutic Foster Care - Traditional	Therapeutic Foster Care Special Needs	Therapeutic Foster Care Level 1	Therapeutic Foster Care Level 3 <ul style="list-style-type: none"> • Diagnostic Assessment • Individual Counseling • Contract Psychologist on grounds monthly
IV-E Provider Y/N?				
Facility IDs and Service Descriptions*				
Program Name				
Location				
Ages				
Sex				
Admission Criteria				
Exclusion Criteria				
Admissions Process				
Intake Contact Person:				
Intake tel. #:				
Ability to accept ER admissions? [4 hour admission]				
Agreed projected # slots:	N/A			N/A
Agreed projected ALOS	N/A			N/A

Agreed # fixed vacancies a month	N/A			N/A
LOC Agreed rate/unit (Oracle Super SubCode)	(TFC-T, 449)	(TFC-SN, 446)	(TFC-1, 432)	(TFC-3, 434)

**Placement providers with approved ODJFS IV-E rates will have separate Facility IDs (unique Provider ID) for each service approved by ODJFS. Some foster care providers have one universal blended rate and Facility ID for all therapeutic foster care levels of care, others will have discrete rates and IDs for each of their foster care levels. Providers are to include their IV-E services as they relate to HCJFS's foster care levels to insure accuracy. Include additional columns if additional foster care levels exist under contract with this provider.*

NO EJECT/NO REJECT POLICY:



**STANDARDS OF CONDUCT:
Employee and Contractor/Provider Compliance with
MEPA and Title VI of the Civil Rights Act of 1964
Effective February 1, 2005**

The Hamilton County Department of Job and Family Services has established the following Standards of Conduct with regard to the performance of employees and contractors/providers related to compliance with the Multiethnic Placement Act of 1994 as amended by Section 1808 of the Small Business Job Protection Act of 1996, 42 U.S.C. 622(b)(9), 71(a)(18), 674(d) and 1996(b) (MEPA) and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq (Title VI), as they apply to the foster care and adoption process. These Standards of Conduct prohibit policies, procedures or actions which serve to:

- Deny any person the opportunity to become a foster caregiver or an adoptive parent on the basis of race, color or national origin of that person, or of the child involved; or
- Delay or deny any placement of a child in foster care or for adoption on the basis of the race, color or national origin of the foster caregiver(s), of the adoptive parent(s) or of the child involved.

Permissible Actions:

MEPA and Title VI permit the following actions as they apply to the foster care or adoption process:

1. Asking about and honoring any initial or subsequent choices made by prospective foster or adoptive parents regarding what race, color, or national origin of child the prospective foster or adoptive parents will accept.
2. Honoring the decision of a child twelve years of age or older to not consent to an adoption when that decision has been approved by a court pursuant to section 3107.06 of the Ohio Revised Code.
3. Providing information and resources about fostering or adopting a child of another race, color or national origin to prospective foster or adoptive parents who request such information and making known to all families that such information and resources are available.
4. Considering the request of a birth parent(s) to place the child with a relative or non-relative identified by name.
5. Considering the race, color or national origin of the child as a possible factor in the placement decision when compelling reasons serve to justify that race, color or national origin need to be a factor in the placement decision pursuant to 5101:2-48-13 and 5101:2-42-18.1 of the Ohio Administrative Code. These rules permit consideration of race, color or national origin if an Individualized Child Assessment (JFS 01688) completed pursuant to these rules indicates the child has needs related to race, color or national origin that should be taken into account when placing the child. Even when the facts of a particular case allow consideration related to race, color, or national origin, this consideration shall not be the sole determining factor in the placement decision.
6. Promoting cultural awareness, including awareness of cultural and physical needs that may arise in the care of children of different races, ethnicities, and national origins as part of the training which is required of all applicants who seek to become foster or adoptive parents.
7. Documenting verbal comments, verbatim, or describing in detail any other indication made by a prospective foster or adoptive family member living in the household or any other person living in the household reflecting a negative perspective regarding the race, color or national origin of a child for whom the prospective foster or adoptive family has expressed an interest in fostering or adopting. The documentation shall indicate whether those comments were made before or after completion of the cultural diversity training which is required for all foster and adoptive applicants. Documentation shall be included in the family's home study, update, or an addendum to the home study or update prior to consideration of placement or a matching conference. A matching conference is the process of determining the most appropriate adoptive family for the child based

on the child's special needs. The matching committee may consider the information in determining if the placement is in the child's best interests.

Prohibited Actions:

MEPA and Title VI prohibit the following actions as they apply to the foster care or adoption process:

1. Using the race, color or national origin of a prospective foster or adoptive parent to differentiate between placements.
2. Honoring the request of a birth parent(s) to place a child with prospective foster or adoptive parent(s) of a specific race, color or national origin, unless the birth parent(s) identifies a relative or non-relative by name and that person is found to meet all relevant state child protection standards, provided that the agency determines that the placement is in the best interests of the child.
3. Requiring a prospective adoptive family to prepare or accept a trans-racial adoption plan.
4. Using "culture" or "ethnicity" as a proxy for race, color or national origin.
5. Delaying or denying placement of a child based upon the geographical location of the neighborhood of the prospective foster or adoptive family whenever geography is being used as a proxy for:
 - the racial or ethnic composition of the neighborhood;
 - the demographics of the neighborhood; or
 - the presence or lack of presence of a significant number of persons of a particular race, color, or national origin in the neighborhood or any similar purpose.
6. Requiring extra scrutiny, additional training, or greater cultural awareness of individuals who are prospective foster or adoptive parents of children of a different race, color or national origin than required of other prospective foster or adoptive parents.
7. Relying upon general or stereotypical assumptions about the needs of children of a particular race, color or national origin.
8. Relying upon general or stereotypical assumptions about the ability of prospective foster or adoptive parents of a particular race, color or national origin to care for or nurture the sense of identity of a child of another race, color, or national origin.
9. "Steering" prospective foster or adoptive parents away from parenting a child of another race, color, or national origin. "Steering" is any activity that attempts to discourage prospective foster or adoptive parents from parenting a child of a particular race, color or national origin.
10. Requiring an ongoing, foster care or adoption worker or contractor to justify a proposed placement for the reason that the race, color or national origin of the child is different from that of the family whom the worker is proposing as the child's foster caregiver or adoptive parent.

Prohibition on Retaliation:

HCJFS employees and contractors/providers may not intimidate, threaten, coerce, discriminate against or otherwise retaliate against any individual who makes a complaint, testifies, assists or participates in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption process.

Additional Information:

Employees or contractors/providers who desire more information about MEPA and Title VI as related to the adoption and foster care process may contact:

- Shirley Norman, HCJFS MEPA Monitor
(513) 946-1488
- Frank Wassermann, Court Appointed Monitor

(513) 351-9343

MEPA Complaint Procedure:

Any person who believes that HCJFS, any other public or private Ohio adoption or foster care agency, or the Ohio Department of Job and Family Services has policies or procedures that violate MEPA and Title VI may file a complaint. In addition, anyone who believes that he or she was intimidated, threatened, coerced, discriminated against or otherwise retaliated against in some way because he or she made a complaint, testified, assisted or participated in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption process may also file a complaint. Individuals who may file a complaint include, but are not limited to, the following:

- a foster or adoptive parent or other member of a foster or adoptive family
- a prospective foster or adoptive parent or other family member
- an employee or former employee of HCJFS or of any other Ohio adoption or foster care agency

Individuals who wish to file a complaint must complete the “Discrimination Complaint Form” (JFS 02333). This complaint may be filed with any of the following:

- Hamilton County Department of Job and Family Services
Attn: Shirley Norman, MEPA Monitor
222 E. Central Parkway
Cincinnati, OH 45202
- Ohio Department of Job and Family Services
Bureau of Civil Rights
30 E. Broad Street, 37th floor
Columbus, OH 43266-0423
- Any other public or private Ohio foster care or adoption agency

If the complaint is filed with HCJFS’s MEPA Monitor or with any other public or private Ohio foster care or adoption agency, the MEPA Monitor or other public or private agency must forward the complaint within 3 business days to the Bureau of Civil Rights of ODJFS for investigation. ODJFS must complete the investigation within 90 days of receipt of the complaint, unless unusual circumstances prevent it from completing the investigation within that timeframe. ODJFS will provide a copy of the investigation report to the complainant and to the agency that is the subject of the complaint.

Enforcement Requirements:

These standards of conduct include enforcement requirements to be used whenever an agency employee or contractor/provider engages in discriminatory acts, policies, or practices involving race, color, or national origin in the foster care or adoption process as determined by the Bureau of Civil Rights of ODJFS upon completion of the investigation conducted pursuant to rule 5101:2-33-03 of the Administrative Code.

For HCJFS employees, these enforcement requirements shall include employee discipline in accordance with either Sections 7.0 through 7.3 of the Hamilton County Board of County Commissioners Personnel Policy Manual or Article 7 of the collective bargaining agreement between HCJFS and AFSCME Local 1768.

For contractors/providers performing foster care or adoption services on behalf of HCJFS, these enforcement requirements shall include discipline in accordance with the contractor/provider's personnel policy and may include contract termination. Enforcement requirements for contractor/provider subcontractors shall include corrective action in accordance with the contractor/provider's contract with the subcontractor and may include contract termination.

These enforcement requirements are applied in accordance with applicable employment law and union contracts.

Corrective Action Plan:

HCJFS shall provide for the submission of a corrective action plan whenever an investigation conducted by ODJFS, pursuant to rule 5101:2-33-03 of the Administrative Code, results in a finding that an agency employee or contractor/provider engaged in discriminatory acts, policies, or practices. If the finding involves a discriminatory act, policy or practice by a contractor/provider or subcontractor, HCJFS shall develop the corrective action plan in collaboration with the contractor/provider or in collaboration with the contractor/provider and subcontractor.

The corrective action plan shall:

- Address how HCJFS will prevent future violations by that employee or contractor/provider or subcontractor, and
- Be submitted to ODJFS within thirty days of notification of the findings of the investigation.

HCJFS shall provide a copy of these Standards of Conduct to each employee or contractor/provider who is:

- Engaged in the placement of children into foster care or for adoption, or
- Engaged in the recruitment, assessment, approval, or selection of foster or adoptive families.

Employees or contractors/providers shall receive a copy of the written Standards of Conduct no later than March 3, 2005. If these Standards of Conduct are revised, employees and contractors/providers shall receive a copy of the revised Standards of Conduct within 30 days of the completion of any revisions. New employees or contractors/providers shall receive a copy of the written Standards of Conduct within thirty days of their hire date or

the effective date of their contract. HCJFS and contractors/providers shall ensure that these Standards of Conduct are provided to their employees and subcontractors.

Attachment A

**BID COVER SHEET FOR
TRADITIONAL FAMILY FOSTER CARE AND
TREATMENT FOSTER CARE PLACEMENT SERVICES**

RFP 07-004

Provider Name: _____

Provider Address: _____

Contact Person: _____

Phone Number - Contact Person: _____

Fax Number - Contact Person: _____

Proposed Service: _____

Total Bid Cost for first (initial) year of service: _____

TFC T _____ **TFC 1** _____ **TFC 2** _____

TFC 3 _____ **TFC SN** _____

Attachment A – page 2

Total Bid Cost for second year of service: _____

TFC T _____ TFC 1 _____ TFC 2 _____

TFC 3 _____ TFC SN _____

Total Bid Cost for third year of service: _____

TFC T _____ TFC 1 _____ TFC 2 _____

TFC 3 _____ TFC SN _____

Certification: I hereby certify that to the best of my knowledge the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document, and the Provider will comply with the attached assurance if the contract is awarded.

Signature - Authorized Representative Title Date

Contract # _____

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

This Contract is entered into on _____ between the Board of County Commissioners, Hamilton County, Ohio ("County") on behalf of the Hamilton County Department of Job & Family Services ("HCJFS") and **Name of organization**, ("Provider") doing business as **different name**, with an office at **Name and Street address, Cincinnati, Ohio, _____**, whose telephone number is (513) XXX -XXXX , for the purchase of **Traditional Family Foster Care and Treatment Foster Care Servicesname OHC service specified in RFP.**

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 by written agreement of the parties.

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 by formal agreement.

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

ADD RENEWAL LANGUAGE BELOW IF INCLUDED IN RFP

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)

EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform the (must state services)Traditional Family Foster Care and Treatment Foster Care services for children referred by HCJFS (the “Consumer”) as more particularly described in Exhibit I, (individually, the “Service”, collectively the “Services”). The parties agree that a billable unit of service is defined in Exhibit I – Scope of Work (the “Unit of Service”). The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit nn I – Scope of Work
2. Exhibit nn II – Budget
3. Exhibit nn III – Emergency And Critical Incident Reporting Protocol
4. Exhibit nn IV – Information System Network Requirements and Fee Schedule
5. Exhibit nn V – The Request for Proposal;
6. Exhibit nn VI – Provider’s Proposal;
7. Exhibit nn VII – Transition Plan.

(Delete 4 if off-network provider, delete 6 if this contract is not resulting from an RFP,)

ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through nn VII 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 I – Scope of Work
2. Exhibit nn V – The Request for Proposal
3. Exhibit nn VI – Provider’s Proposal

3. CLIENT AUTHORIZATIONS

A. General

Provider agrees that it will only provide Services to Consumers who have previously been authorized and approved in writing by HCJFS (the “Client Authorization”). Provider agrees it will give HCJFS thirty (30) days prior written notice before terminating any child currently enrolled with such Provider or on temporary leave.

HCJFS will not reimburse for any Service: 1) not authorized via a Client Authorization; 2) exceeding the approved number of visits on the Client Authorization; 3) exceeding the total authorized Units of Service set forth on the Client Authorization; or 4) exceeding the total dollar amount set forth on the Client Authorization.

It is the responsibility of Provider to monitor the Units of Service set forth on each Client Authorization. Subject to paragraph B, Provider agrees that it will not receive payment for any Service exceeding a Client Authorization or for which no Client Authorization has been issued. Provider is responsible for requesting additional Client Authorizations prior to the time such additional Services are rendered.

B. Administrative Appeal of Denial of Client Authorization

Provider has sixty (60) days from the date of receipt of a denial by HCJFS to issue a Client Authorization to request an administrative appeal. An administrative appeal is only permitted in those cases where: 1) Service has been provided with a Client Authorization and such Service was rendered within the ninety (90) day period preceding the date of notification of denial of the issuance of a Client Authorization; or 2) Provider has requested additional Client Authorizations but has been denied.

4. TITLE IV-E PROVIDER

Provider warrants and represents that it is a Title IV-E Provider. Provider must have certified Title IV-E rates and agrees to provide copies of certification letter(s) to HCJFS, upon receipt. Provider further agrees it is and will remain in compliance with all federal, state and local laws, rules and regulations applicable to a Title IV-E Provider.

5. BILLING AND PAYMENT

A. Unit Rate Calculation

Provider has prepared a budget for the time period beginning _____ and ending _____, attached hereto and incorporated herein by reference as Exhibit II (the "Budget"), that Provider understands will be the basis of calculation of the rate which will be used to compensate Provider for Services it provides under this Contract. Provider warrants and represents that such Budget is based upon current financial information and projections and includes all costs needed to accurately calculate the cost of a Unit of Service (the "Unit Rate"). Such costs include, but are not limited to the following: 1) Title IV-E maintenance; 2) case management; 3) transportation; or, 4) other direct service (e.g. special diets, clothing, insurance, and respite care), behavioral healthcare, and administration. Provider agrees it will notify HCJFS, in writing, within five (5) business days when it knows or should have known any information contained in the Budget is inaccurate or contains errors. All revenue sources available to Provider to serve Consumers identified in the

Exhibit I, Scope of Services, shall be listed in the Budget and utilized, where permissible, to reduce the Unit Rate.

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 loses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Unit Rate

Each category of Service listed below, as defined in Exhibit nnI, 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.

C. *Placement Costs*

In the case of Out-of-Home placements, HCJFS will pay for the first day a Provider is rendering Service to a Consumer, regardless of the time the Consumer is placed with the Provider for such day. HCJFS will not pay for the last day a Consumer is in placement, regardless of the number of hours the Consumer is placed with Provider for such day.

D. *Hold Bed Procedure*

In the case of an unplanned or planned leave of absence of a Consumer, Provider agrees to hold the Consumer's bed for three days. HCJFS will pay for those three absence days unless Provider

is otherwise notified in writing. For planned absences, including but not limited to family visits, camp, and vacation, notification to HCJFS of such absence must occur prior to the Consumer leaving placement. For unplanned absences, including but not limited to AWOL, hospitalization, or incarceration, Provider must notify HCJFS Utilization Management immediately of such absence. HCJFS will not issue a hold bed letter. If HCJFS is not notified of a planned or unplanned leave of absence, Provider will not be paid for such leave. Provider must directly contact the HCJFS Utilization Care Manager once the Consumer has returned to placement in order to resume active authorization for services.

Provider may appeal a three day hold bed by contacting the HCJFS Utilization Management Manager within three days.

E. 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 names, address, telephone number, fax number, vendor number and Title IV-E Provider number;
 - b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
 - c. Billing date and billing period;
 - d. Consumer's name, case number and social security number (if available);
 - e. Admission date and discharge date, if applicable;
 - f. Public Children's Services Agency (the "PCSA") number, if any;
 - g. Purchase order number; and
 - h. 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 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.

F. Administrative Appeal of Denial of Payment

1. Denial of payment for any service(s) rendered by Provider arising from this Contract must be appealed to HCJFS within sixty (60) business days from receipt of the payment denial. Provider agrees it will include all documentation with any appeal, to demonstrate the timeliness and completeness of the claim for payment. If Provider seeks an appeal of more than one claim for payment, the claims should be submitted at the same time accompanied by all required documentation.
2. The appeal will be reviewed by a HCJFS Utilization Management Specialist who will make a recommendation to an HCJFS Utilization Management Manger. A final decision will be issued by such HCJFS Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.
3. In no event will HCJFS consider any appeal of a denial of payment for service(s) previously appealed to HCJFS.

F. Administrative Appeal of Denial of Payment

4. Denial of payment for any service(s) rendered by Provider arising from this Contract must be appealed to HCJFS no later than the earlier of a) ninety (90) days from the date that the service(s) was rendered, or b) sixty (60) days from the date HCJFS first received an invoice from Provider for such service(s). If Provider seeks an appeal of more than one claim for payment, the claims should be submitted at the same time accompanied by all required

documentation.

5. Provider has the ability to appeal denied payments, and must do so within ten (10) business days from receipt of the payment denial. The appeal will be reviewed by a HCJFS Utilization Management Specialist who will make a recommendation to an HCJFS Utilization Management Manager. A final decision will be issued by such HCJFS Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.
6. In no event will HCJFS consider any appeal of a denial of payment for service(s) previously appealed to HCJFS.

G. Miscellaneous Payment Provisions

1. Foster Care

In addition to complying with the payment and invoice procedures set forth above, Provider agrees: a) to the extent it is providing foster care in a Children's Residential Center ("CRC"), group home, maternity home or residential parenting facility located in Ohio, reimbursement at the maximum payment level is contingent on submission of the Ohio Department of Job & Family Services ("ODJFS") 2911 "Single Cost Report," as described in OAC 5101:2-47-24; and b) to the extent it is providing foster care in a CRC, group home, maternity home, or residential parenting facility not located in Ohio, it will follow the reimbursement procedures outlined in OAC 5101:2-47-26.1 and 5101:2-47-24.

2. Additional Cost

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.

3. 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.

6. LOWEST PRICE

Provider warrants and represents the rates, set forth in this Contract, are equal to or less than the prices currently being offered to another governmental entity for the same or comparable service. Provider further warrants and represents that if, any time during the term of this Contract, a lower price than that set forth in this Contract for the same or comparable good or service is offered to another governmental entity, such lower price will be passed through to HCJFS. Provider further warrants and represents it will provide written notice to HCJFS when a lower price than that set forth in this Contract for the same or comparable good or service is offered to another governmental entity.

6. LOWEST PRICE (To be used only when necessary with providers who also serve Choices consumers, otherwise delete)

Except for any rates/prices being charged by Provider to Hamilton Choices, LLC ("Choices"), or any future selected provider of same service for HCJFS, Provider warrants and represents that the rates, set forth in this Contract, are equal to or less than the prices currently being offered to another governmental entity for the same or comparable service. Provider further warrants and represents that if, any time during the term of this Contract, a lower price than that set forth in this Contract for the same or comparable good or service is offered to another governmental entity, such lower price will be passed through to HCJFS. Provider further represents that it will provide written notice to HCJFS when a lower price than that set forth in this Contract for the same or comparable good or service is offered to another governmental entity.

7. 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 are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, 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, Ohio Department of Job and Family Services ("ODJFS"), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human

Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, 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. Provider further agrees to maintain the confidentiality of all Consumers and families served.

No information on Consumers served will be released for research or other publication without the express written consent of the HCJFS Director.

- 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 and expenses for which there are no 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).

8. REPORTS

- A. As a condition for receiving a Title IV-E foster care reimbursement, each public children services agency ("PCSA"), private child placing agency ("PCPA"), and private non-custodial agency ("PNA") shall file a Title IV-E cost report including supplements and attachments with ODJFS. Provider shall submit evidence the Title IV-E cost report was filed in accordance with the requirements set forth in OAC 5101:2-47-24 and 5101:2-47-26.1.
- B. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. In this same regard, Provider agrees to follow HCJFS' policies and procedures for reporting such cases, which are set forth in Exhibit III, attached hereto and incorporated herein by reference. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases. The parties agree changes to Exhibit III made by HCJFS will be sent to Provider and considered incorporated into

this Contract without the need for an amendment to this Contract.

- C. Provider agrees to comply with all program reporting requirements included in Exhibit I, attached hereto and incorporated herein by reference. The parties agree changes to Exhibit I made by HCJFS will be sent to Provider and considered incorporated into this Contract without the need for an amendment to this Contract.
- D. 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.
- E. HCJFS reserves the right to request additional mutually agreed upon 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.
- F. HCJFS reserves the right to withhold payment until such time as all required reports are received.

9. 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.

10. 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.

11. 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.

12. 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 the 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.

13. GOVERNING LAW

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

14. 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.

15. 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.

16. TERMINATION

A. Early Termination

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party, ninety (90) days prior to the effective date of termination. 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, as defined in Section 47, 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 inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Section 5B of this Contract.

County may terminate the Contract in writing without the ninety (90) day notice requirement under any of the following circumstances:

1. Provider loses required certification or licensure;
2. Serious and imminent risk to the mental and/or physical health or safety of any Consumer;

3. Bankruptcy, dissolution, receivership of Provider or other court order which effectively removes Provider from control of the business; or
4. Uncured, Material Breaches of this Contract on which no progress is being made to correct, in the reasonable opinion of County or HCJFS.

HCJFS shall not be liable to pay 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 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.

B. Transition Plan

The parties agree to work cooperatively to develop a Transition Plan to be utilized in the event of termination or expiration of this Contract. The goals of the Transition Plan are to ensure continuity of care, to not unnecessarily disrupt care and to ensure safety of the Consumers and their families.

The final Transition Plan will be attached to and incorporated into this Contract, as Exhibit **NNVII**, within ___ days of the execution of this Contract. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities.

To ensure continuity of services to Consumers and families, the Transition Plan will, at a minimum, include the following schedule:

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

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

17. NON-DISCRIMINATION

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.

18. 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.

19. RELATIONSHIP

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

20. 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.

21. 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.

22. NO ADDITIONAL WAIVER IMPLIED

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

23. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to HCJFS and Consumers of HCJFS concerning 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 that all Consumer documentation is protected and maintained in a secure and safe manner.

24. 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. In addition, Provider shall also conduct or cause to be conducted an annual independent audit of its Title IV-E cost report (the "Cost Report"). The audit of the Cost Report shall be conducted in accordance with Government Auditing Standards. Such audit must also express an opinion on the financial statement and a report on compliance and internal control over financial reporting based on an audit performed in accordance with Government Auditing Standards. A copy of the audit shall be submitted to HCJFS within six (6) months after the end of the Provider's fiscal year. Along with the audit, Provider shall also submit a list of its current Board members, stating their

relationships by blood or marriage to each other and to the officers of the Provider, and their terms of office, and the Provider's table of organization to HCJFS. All audits shall be conducted in accordance with OAC 5101:2-47-26.2, as applicable.

- 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.

Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units.

If errors are found, the error rate of the sample period will be applied to the entire audit period.

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. 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. Provider certifies 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.

Provider accepts full responsibility for payment of any unemployment compensation premiums, all income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the work by the Provider's employees.

- F. 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 interviewing Consumers. HCJFS shall not be responsible for costs incurred by Provider for these evaluations.

25. WARRANTIES AND REPRESENTATIONS

- A. Provider warrants and represents that at all time during the contract term Provider shall maintain a license or certification in good standing to operate a Group Home. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.
- B. Provider warrants and represents that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- C. Provider warrants and represents 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 the Administrative Procedure Manual ("APM") Chapter 4000, 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.

(Remove paragraph "D" unless contract results from an RFP)

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

26. 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.

27. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, 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.

28. COORDINATION

Provider will advise HCJFS of any significant fund raising campaigns contemplated by Provider within Cincinnati and 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.

29. LEGAL ACTION

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

30. PUBLIC RECORDS

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

31. 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.

32. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to ORC Chapter 5107 and the Prevention, Retention, and Contingency Program established under ORC Chapter 5108, 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.

33. 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.

34. 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.

35. INSURANCE

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A: VII. 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.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00), combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS clients) “Clients” and Provider provides this service through the use of its employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees “POV” insurance and provide coverage above its employee’s “POV” coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control – follow form primary; and
 - 8. Drop down feature.
- E. Worker’s Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers’ compensation and professional liability, will endorse the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as

additional insured.

2. The insurance endorsement forms and the certificate of insurance forms 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, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured

as required by Contract on the commercial general, business auto and umbrella/excess liability policies.”

3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days’ prior written notice given to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
6. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.

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

36. 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 and its 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.

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 the 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 the Contract.

39. MAINTENANCE OF SERVICE

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

40. GRIEVANCE PROCESS

Provider will post the 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 and all facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

41. 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 Agreement 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 Agreement 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.

42. 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.

43. DEBT CHECK PROVISION

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

44. FAITH BASED ORGANIZATIONS

Provider agrees it will perform the duties 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.

45. 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.

46. DISPUTE RESOLUTION

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Other than disputes regarding a Case Plans, as term is described in Section 49 Case Plans, 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

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.

Step 2

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.

Step 3

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.

47. DEFAULT BY PROVIDER

In the event of a Material Breach of this Contract by Provider, HCJFS may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that Provider shall have the opportunity to cure such breach within the thirty (30) day notice period. HCJFS reserves the right to invoke immediate termination as defined in Section 16, Termination.

Material Breach shall mean an act or omission by a party which violates or contravenes an obligation required of the party under this Contract and which, by itself or together with one or more other breach(es), has a substantial negative effect on, or thwarts, the purpose of this Contract. Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Contract, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Contract, to the extent that in the opinion on the non-breaching party such technical or non-material variation does not rise to the level of a Material Breach when viewed in light of the breaching party's overall conduct under this Contract.

In no event will Provider be liable for any damages due to HCJFS's documented failure to perform or for any failure arising from causes beyond the control or without the fault or negligence of Provider.

48. 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 Consumer.

49. CASE PLANS

Provider agrees to participate with HCJFS in the development, modification and implementation of a case plan (the "Case Plan") for each Consumer placed with Provider. Such Case Plans will be developed and maintained in coordination with any treatment plans developed for any Consumer. HCJFS shall provide a copy of the Case Plan to the Provider within thirty (30) days of placement of the Consumer or such time as may be agreed to from time to time by the parties, in writing. The parties agree to work cooperatively to resolve all disputes regarding a Case Plan through the use of a joint case conference. If a dispute related to a Case Plan cannot be resolved from a joint case conference, the parties agree HCJFS shall be the sole authority to render a decision on such dispute. The Notice of Dispute Provisions of Section 46 Dispute Resolution, shall not apply to disputes regarding Case Plans.

50. 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.

51. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

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

52. LICENSING REQUIREMENTS AND QUALITY REVIEW

Provider warrants and represents Provider is, and for the duration of the Contract shall remain, duly licensed in accordance with the laws of the state(s) in which the Provider practices. Provider agrees to notify HCJFS immediately if its license to practice is restricted, modified, suspended, revoked or terminated. Provider shall provide HCJFS with documentation relating to their license modification, such as but not limited to temporary licensure, corrective action plans. Provider further agrees to participate in and comply with the requirements of HCJFS utilization review, quality management and credentialing and re-credentialing programs and to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS. Failure to comply with these warranties and representations will be considered a material breach of contract.

53. COMPLIANCE WITH THE MULTIETHNIC PLACEMENT ACT ("MEPA") AND THE REMOVAL TO BARRIERS OF INTERETHNIC ADOPTION ACT ("IEPA")

Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities. In accordance with these laws, rules, and regulations Provider shall not:

- A. Deny to any individual the opportunity to become an adoptive or foster parent on the basis of race, color or national origin of the adoptive or foster parent, or of the child involved; or
- B. Delay or deny placement of a child for adoption or foster care on the basis of race, color or national origin of the adoptive or foster parent, or of the child involved.

Provider agrees to indemnify and hold harmless the Indemnified Parties, as defined in Section 36, for any violations of the above laws, rules, and regulations caused by or attributable to the acts of Provider or any officer, employee, agent or subcontractor of Provider.

Provider shall provide a copy of the written "HCJFS Standards of Conduct: Employee and Contractor/Provider Compliance with MEPA and Title VI of the Civil Rights Act of 1964" ("Standards of Conduct") to each employee or subcontractor who is engaged in the placement of children into foster care or for adoption, or engaged in the recruitment, assessment, approval, or selection of foster caregivers or adoptive families. Current Provider employees or subcontractors shall receive a copy of the written Standards of Conduct upon employment by Provider for the above referenced Services and within thirty (30) days of the completion of any revisions to the Standards of Conduct. New employees or new subcontractors shall receive a copy of the written Standards of Conduct within thirty (30) days of their hire date or the effective date of their contract. Documentation supporting each employee's and subcontractor's receipt and understanding of the Standards of Conduct shall be maintained in the employee's personnel and sub-contractor's files should an audit be conducted with your organization to verify compliance.

The Standards of Conduct includes enforcement requirements to be used whenever a Provider employee or subcontractor engages in discriminatory acts, policies, or practices involving race, color, or national origin in the foster care or adoption process as determined by ODJFS Bureau of Civil Rights and upon completion of the investigation conducted pursuant to OAC 5101:2-33-03. In addition, Provider employees and subcontractors may not intimidate, threaten, coerce, discriminate against or otherwise retaliate against any individual who makes a complaint, testifies, assists or participates in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption

process.

Enforcement shall include employee discipline in accordance with Provider's personnel policy. Enforcement for subcontractors shall include corrective action in accordance with the Provider's contract with the sub-contractor and may include contract termination.

Provider shall collaborate with HCJFS to develop a corrective action plan whenever an investigation conducted by ODJFS pursuant to OAC 5101:2-33-03 results in a finding where a Provider employee or subcontractor engaged in discriminatory acts, policies, or practices. The corrective action plan will address how the Provider will prevent future violations by that employee or subcontractor and shall be submitted to ODJFS within thirty (30) days of notification of the findings of the investigation.

54. RESIDENTIAL FACILITY OPERATION AND SAFETY REQUIREMENTS

Provider agrees to comply with the provisions of OAC 5101:2-9 et seq. that relate to the operation, safety and maintenance of residential facilities. Specifically, 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.

55. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION

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

In addition, Provider agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by O.A.C. 5101:2-39-08.2.

56. 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 regulation (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 regulation (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency.

57. 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).

58. 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.

59. 62. CAMPAIGN CONTRIBUTION DECLARATION

(This language is only used if this contract is not resulting from an RFP and the Provider has not completed the HB 694 Affidavit)

Provider shall complete the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – HB694). House Bill 694 (“HB 694”) limits solicitations of Ten Thousand Dollars (\$10,000.00)_____ and contributions to politicians by owners of businesses and their family members seeking to be awarded or have been awarded public contracts.

Provider shall complete the applicable affidavit certifying compliance with contribution limits set forth by HB 694. The affidavits are attached hereto as Exhibit NN. Provider shall review HB 694 or risk loss of their opportunity to obtain or retain Hamilton County contracts.

60. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

In accordance with ORC 2909.32(A)(2)(b), Provider agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Exhibit

NN. 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.

61. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
	946-	Contract Services	Contract changes, Contract language
	946-	Contract Services	Contract budget, audits
		Fiscal	Billing and payment
	946-	Children's Services	Scope of service, client authorization, service eligibility
Stacy Woosley	946-2079	Utilization Management	appeals

652. CORRECTIVE ACTION PLANS

HCJFS has the authority to withhold referrals and suspend the Contract if Provider fails to comply with any state or county Corrective Action Plan (CAP). HCJFS will send written notice to the Provider in the event a Contract is being considered for suspension or referrals are placed on hold. Provider shall meet with HCJFS staff in a timely manner with a written plan detailing how they will respond to the CAP. Provider will notify HCJFS immediately of any CAP plan issued from any other state or county agency regarding this specific program. Provider will also keep HCJFS informed of current status regarding the CAP.

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 _____, 2007.

Provider or Authorized Representative: _____

Title: _____ Date: _____

Honorable Board of County Commissioners
Hamilton County, Ohio

By: _____

By: _____

By: _____

OR

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

_____ Date: _____

Moira 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: _____

Revised 6-26-07

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 _____, 2007.

Provider or Authorized Representative: _____

Title: _____ Date: _____

Honorable Board of County Commissioners
Hamilton County, Ohio

By: _____

By: _____

By: _____

OR

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

_____ Date: _____

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

Prepared By: _____

Checked By: _____

Approved By: _____

Revised 6-26-07

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 _____, 2007.

Provider or Authorized Representative: _____

_____ Date: _____

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

Prepared By: _____

Checked By: _____

Approved By: _____

Revised 6-26-07

Exhibit III

Emergency and Critical Incident Reporting Protocol*

In all emergency situations, Provider must comply with the following reporting protocols:

1. In the event of an emergency during normal HCJFS business hours (8:00 a.m. to 4:30 p.m. EST), Provider shall contact the youth's HCJFS case worker.
2. In the event of an emergency after normal HCJFS business hours or if the youth's case worker cannot be reached, Provider shall call (513) 241-KIDS (5437).
3. If at any time there is a suspicion, threat, or occurrence of abuse or neglect, regardless of hour, Provider shall contact (513) 241-KIDS.
4. In addition to the requirements above, Provider must also report any emergencies and critical incidents as follows: an immediate verbal report to HCJFS Utilization Management by calling (513) 946-2159, and a written report of the Critical Incident within twenty-four (24) hours of the occurrence.

Critical Incidents are defined as follows:

- Suicidal behaviors;
- Hospitalization;
- Self-mutilation/self-assault;
- Assault on others;
- Other dangerous behavior;
- Alleged neglect;
- Alleged physical abuse;
- Alleged sexual abuse;
- Victim of neglect;
- Victim of physical abuse;
- Victim of sexual abuse;
- AWOL;
- Disruptive/defiant behaviors;
- Homicidal behaviors;
- Use of illicit drugs/alcohol while in treatment;
- Abuse of over the counter medications or toxic substances while in treatment;
- Any physical restraint/seclusion;
- Medication error; or
- Other incidents as determined to be critical by Provider or HCJFS.

***PROVIDER MUST ALWAYS FIRST CONTACT 911 EMERGENCY SERVICES WHEN NECESSARY AND APPROPRIATE TO ASSURE THE SAFETY OF YOUTH. THIS PROTOCOL DOES NOT AND IS NOT INTENDED AS A SUBSTITUTE FOR 911 EMERGENCY SERVICES.**

The written Critical Incident report to HCJFS must include the following:

- Date of the incident;
- Time of the incident;
- Provider;
- Level of Care;
- Type of incident; and
- Whether the Critical Incident was resolved;
- Whether Provider took all necessary steps; and
- Whether the current placement minimizes likelihood of placement disruption? (Child can return to current placement)

Such written notice must be faxed to HCJFS Utilization Management at (513) 946-1296.

***PROVIDER MUST ALWAYS FIRST CONTACT 911 EMERGENCY SERVICES WHEN NECESSARY AND APPROPRIATE TO ENSURE THE SAFETY OF YOUTH. THIS PROTOCOL DOES NOT AND IS NOT INTENDED AS A SUBSTITUTE FOR 911 EMERGENCY SERVICES.**

ATTACHMENT C

Exhibit IV

Information System Network Requirements and Fee Schedule

1. HCJFS will provide network connectivity into their managed care network via a VPN client session over the Internet. Provider will be responsible for their connection to the Internet.
2. HCJFS will work with the Provider's IT staff or IT contacts to insure the required access between agencies' networks is provided and secured.
3. Provider will provide all necessary IT services and equipment to setup and support Provider's users and sub-contractors. This includes desktop support, network administration and application development/support.
4. All equipment (workstations, servers, network devices etc) at the Provider's site will be purchased, installed and maintained by the Provider.
5. HCJFS and Provider will communicate to each other immediately upon any computer virus outbreaks within their connected networks.
6. HCJFS will fully administer and maintain the managed care network.
7. HCJFS may provide additional IT services (than those listed above) on a "fee for service" basis. HCJFS will bill Provider according to the following fee schedule:

Services:

Hourly fee for a PC Technician	\$35.00
Hourly fee for a Network Administrator	\$55.00
Hourly fee for a Network Engineer	\$75.00
Hourly fee for an Application Developer	\$55.00
Hourly fee for a Database Administrator	\$75.00

Parts:

All parts will be billed at the exact cost incurred by HCJFS, including associated delivery fees. The following examples include known costs, which include but are not limited to:

Secure ID cards	\$ 60.00 each
Terminal Servers Licenses	\$140.00 each

Minimum System and Network Specifications

- Pentium III
- 128 Mb RAM
- Windows 2000 operating system or newer, with current updates and service packs
- CD ROM drive
- Internet Explorer 5.0 or greater

Network Equipment (if used)

- Only commercial class networking equipment should be used:
 - Recommended equipment includes Cisco, 3Com and Nortel.
 - The following equipment is NOT recommended for use: LinkSys and D-Link.

Minimum Internet Connectivity

- A DSL connection is recommended. A 56K dial-up connection will function properly but very slowly.
- AOL Broadband or AOL dial-up will not be supported by HCJFS.

Minimum Security

- All workstations must run antivirus software and update virus definition files at least once a week. Checking for updates every hour is recommended.
- Users must have their own accounts and must adhere to HCJFS/ODJFS security agreements.

ATTACHMENT C

- The use of personal firewalls on each workstation is recommended.

ATTACHMENT C

HCJFS CONTRACT BUDGET USER GUIDE

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program being proposed. In order to facilitate the process, we request that the attached budget be used. This budget consists of two parts: the User Guide to assist in the completion of the budget, and the budget itself.

This guide is designed to assist the user in completing the budget. In some instances field definitions and other information will be given. If possible, examples will be provided. Definitions and examples will occasionally not be provided. Should you have a question regarding that particular area, contact the HCJFS Contract Services Section.

Page 1 is a summary of expenses. It should be completed after all other budget pages are finalized. The totals from the information supplied on pages 2 through 9 are used to complete this page. Information at the bottom of the page should be completed regarding the total units and the cost of the service. Pages 2 through 9 should be prepared itemizing each line item.

There are three columns without a column header or title. These columns have been purposely left blank in order for each Provider to enter the type of service being proposed. When completing the budget, it will be important to provide a header for each column being used. These columns are to be used to record the direct costs for the contracted program(s). If the program offers supportive services such as transportation, those costs should be broken out and entered in one of the other Contract Program columns. Costs for all other direct services of the agency should be combined and entered in the column titled "Other Direct Services".

Management, administrative, and indirect costs should be entered in the column entitled "MGMT/Indirect". Indirect costs are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. Allowable indirect costs for the indirect cost column include, but are not limited to, the accounting and budgeting functions, disbursing services, personnel & procurement functions, and other agency administration.

ATTACHMENT C

INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1

Page 1 of the budget is a summary of expenses. It should be completed after all other budget pages are finalized. Information at the bottom of the page should be completed regarding the total units and the cost of the service.

AGENCY NAME: The legal, and if applicable, incorporated name of the Provider agency.

NAME OF CONTRACT PROGRAM: The name of the program being purchased.

BUDGET PERIOD: The specific time period for the budget completed.

ACTUAL BUDGET AREA: A total of all the figures carried over from the previous pages. This gives an overview of the budget for which the proposal is being submitted, as well as, an overall picture of the agency costs. The total figures given for each of these areas should match the same figures indicated in each of the appropriate sections.

For a more detailed explanation of each of the areas, use the instructions in each specific section. Once all totals have been carried to this section be sure to double check the figures to make sure all columns and rows balance.

EXPENSES BY SERVICES COLUMN: Each column header from pages 2 through 9 are listed in this column so that the totals for each of these items can be listed in each of the specific columns.

EXPENSES BY PROGRAM SERVICES: The horizontal row is used to define the column header. "MGMT Indirect, Other Direct Ser and TOTAL Expense" fields are already defined. The first three column headers have been purposely left blank in order to indicate the name of the program being purchased.

If a proposal includes more than one service within the program, then an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance, one column would be completed for skill training and the other for employment retention.

ATTACHMENT C

If for example, a proposal is being submitted for an offender program, the header for that column would be titled "Offender Program". In this instance, the other two column headers would be left blank.

If a proposal is being submitted is for workforce development and transportation and case management are two components of the program, then the first column header would indicate "Transportation" and the second column would indicate "Case Management". In this instance, the third column would be left blank.

MGMT INDIRECT: The totals entered per line item for each item on the other pages.

CONTRACT PROGRAM: The totals entered per line for each item on the other pages.

OTHER DIRECT SERVICES: The figures entered here should represent the total calculations based on the figures and percentages entered for each item on the other pages.

TOTAL EXPENSES: The totals for all figures entered on this page. They are also the totals of all of the three previous fields (MGMT Indirect, Contract Program and Other Direct Services) as well as the programs being purchased.

TOTAL UNITS: The number of units that the program being purchased is planning to provide. Depending on the contract, a unit could be considered an hour, a session, a trip, etc...

UNIT COST: The total expenses divided by the total units.

UNIT =: Indicate whether the unit is an hour, trip, session, etc.

INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS
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This section is used to list all positions that are included in the contracted program. This page will also capture the financial information needed on the rest of the agency. If a proposal is being submitted for one service being offered within a program, one column would be completed for the contracted program, one for the management indirect services and one for other direct services.

Should a proposal being submitted include more than one service within the program, an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance one column would be completed for skill training and another for employment retention.

SALARIES: List all position titles of staff who work for the Agency. If Provider agency is extremely large, Provider may list salary amounts for staff in other direct service programs by program total or by one total for all other programs. However, in order to complete the budget in this manner, Provider must obtain permission from a Contract Services Supervisor or Section Chief.. All staff who work in any capacity in the program or programs to be contracted, plus all management and administrative staff, must be listed separately with the specific amounts paid to each. In the second column, indicate the number of staff who have the same job title, i.e. teachers, and who earn the same annual wage. Indicate the number of staff and the annual cost - this is the amount paid annually to each of the teachers. If some teachers work more or less hours, and/or earn more, then a second, separate listing should be made. If the program has quite a number of staff then Provider may want to copy the Salaries page, to be able to list all the variations. Total all Salaries at the bottom of each column. Make sure this page "balances" - each column adds across and down, to the sum listed in the total sections.

POSITION TITLE: Indicate the titles of the individuals **presently** working in the program being contracted. If the Provider has an individual that has a percentage of time dedicated to the contracted program & another percentage dedicated to other areas, list this individual separately as well.

For EXAMPLE: The agency has three social workers. In this instance, two of those employees are dedicated full time to the program being contracted however, the other only spends 60% of their time on this project and 40% of their time on another project. Given this example, then all three social workers would be listed and the actual weekly number of hours worked in the program area would be entered in the HRS Week field..

The "other" field represents all staff employed by the agency that do not work in the contracted program.

For EXAMPLE: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as "Others" because they work for the same agency but do not

have anything to do with the program being contracted.

STAFF: This field must indicate the number of staff that hold the title listed in the “Position Title” field. However, in the “other: field, this number will be the total number of individuals employed by Provider company that do not have anything to do with the contracted program. Remember, if an employee works in the contracted program for any percentage of time then that person would be counted separately.

HRS WEEK: Indicate the number of hours worked each week in the contracted program area, for each employee.

ANNUAL COST: This is the annual salary for each individual listed in the contracted program area. The first block will contain the total of all the salaries for those individuals counted as “Others”.

For example: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as “Others” because they work for the same agency but do not have anything to do with the program being contracted.

CONTRACT PROGRAM: Enter the salary for the amount of time spent in the contracted program. There are three columns to indicate amounts for each program in which a proposal is being written. For vacant positions that will be filled during the contract year, prorate the salary to reflect the anticipated start date.

MGT INDIRECT: This field should only be completed if the position title of an individual is in a management position. Duties performed that would be included in the “Percent to Mgt. Indirect” would include evaluations, writing checks, dealing with personnel issues, building management or other non-program issues.

OTHER DIRECT SERVICES: Enter the total salaries for each of the staff employed by the agency that is not related to the program being contracted.

TOTAL EXPENSES: This is the total of the Contracted Programs, Management Indirect, and any Other Direct Services.

**INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3;
PAYROLL RELATED EXPENSES**

PAYROLL TAXES: Enter the percentage used in calculating the amount withheld in each of the categories listed. The amounts figured using this percentage should be listed on the appropriate line under the “Expenses by Program Services” column.

UNEMPLOYMENT %: When computing unemployment taxes, the percentage of time the staff devotes to the contracted program should be used to calculate the amount of unemployment taxes attributed to the contracted program for that staff person up to the first \$9,000.00 per employee wages, per year.

BENEFITS: The amounts charged to each column should be based on the staff and salaries shown in that column on page 2. Enter the totals in the spaces provided. The percentage used to calculate the retirement should be entered on the line indicated. The “OTHER” section should list all other deductions that are taken, listing each one separately.

TOTAL EMPLOYEE BENEFITS & PAYROLL TAXES: Indicate the total for the amounts indicated above.

**INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3; PROFESSIONAL FEES &
CONTRACTED SERVICES**

CONTRACTED SERVICES: Contracted services are items such as janitorial, pest control, security, etc. Professional fees are when Provider pay for auditors, accountants, payroll processors, program consultants, etc. These costs are used to pay for services from a company or individual who is not an employee of the agency, but who performs a service for which he/she is paid. Show the amounts related to each column heading.

Each service that has been purchased (contract or professional) should be listed in this field, individually. For example, if the Provider has a contract with Terminix to provide bug control then that would be one item. The accountant would be another item.

TOTAL PROFESSIONAL FEES AND CONTRACTED SERVICES: Indicate the totals for

the amounts entered above.

INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES

CONSUMABLE SUPPLIES: Enter amounts for items used or consumed by the respective programs per the column heading. Generally supplies are items such as stationary, paper, pens, file folders, and envelopes. Other types of supplies are items such as cleaning supplies, toilet paper, mops, brooms, paper towels and floor cleaner. Program and other supplies would also be included in this section such as printed pamphlets, text books and/or computer software. These items must be used or consumed within one year or less. List each item under "OTHER" separately and be specific.

INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS

OCCUPANCY COSTS: Enter amounts in the proper column based on a proration of space used by the programs under the column headings. It may be necessary to actually measure the space used by the various programs to achieve a proper proration of these costs. Some Provider's choose to put building and other occupancy costs in their Management and Indirect Costs column, and allocate them along with other "shared" types of costs. Telephone costs should be allocated or prorated based on actual usage, that is the number of phones used by Contract Program, and amount of long distance calls, rather than combined with other occupancy costs.

The occupancy cost includes a usage allowance that is similar to depreciation when the building is owned. In order to calculate the cost, the historical cost of the building must be used. The Provider must calculate the percentage that is to be used by the contracted program. Once both figures are obtained, the cost of the building is multiplied by the percentage of space used to determine the dollar amount to be charged to the program. For example, the actual cost of the building was \$150,000.00. The building is 3 stories and each story is 1000 square feet. The third floor is the management, the second floor is another program and the first floor is the contracted program. In this case, the first floor or 1000 square feet would be charged to the program or 33%. Therefore, \$150,000.00 divided by the 37.5 year life (life span per the IRS) of the building times 33% (program utilization) = \$1,320.00 per year. This amount can be charged to the program.

RENTAL @ PER SQ. FT.: Indicate the unit amount per square foot. For example, the rent is \$1000.00 per month for 100 square feet, however the unit amount is \$10.00. Indicate the total dollar amount in the block for the budget period. For example, the rent is \$1000.00 per month. The contract is for 10 months. The total dollar amount entered should be \$10,000.00.

HEAT & ELECTRICITY: If taking a straight line percentage of the total electric for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word "included" on this line.

WATER: If taking a straight line percentage of the total water for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word "included" on this line.

TELEPHONE: If taking a straight line percentage of the total phone cost for the agency, identify the percentage used on the line indicated.

OTHER: List all other deductions for occupancy costs separately and be specific.

INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS
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TRAVEL COSTS: The costs entered into each column should be based on a review of actual travel costs incurred by the respective programs. A study of past years records should be completed before this section of the budget is prepared. Enter the figure used to calculate the reimbursement rate on the line provided.

TOTAL TRAVEL COSTS: Enter the amount for each column on this line. Be sure the totals balance for all columns.

INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

INSURANCE: Some agencies allocate all insurance costs to the Management and Indirect

column of their budgets, and then allocate them along with all the other shared type of costs. If one program operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency programs, then a more appropriate method would be to show that program's insurance costs in the column for that program.

INSTRUCTIONS FOR SECTION H - PAGES 6 & 7; EQUIPMENT COSTS

EQUIPMENT COSTS: There are some directions listed on the budget pages for completing the four areas of this section. Any individual equipment item costing less than \$5,000 should be included as equipment cost. The exception to the "individual equipment cost" is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. While these components may individually cost less than \$5,000, the entire group is to be depreciated if the purchase price is \$5,000 or greater. For equipment items used for more than one program,

show the percentage of time the contract program expects to use them and compute the amount based on that percentage. The large equipment items used by the Management and Indirect activities of the agency should also be listed, with the percentage used by both programs, i.e. the Contract Program and MGT/Indirect, computed.

INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

MISCELLANEOUS COSTS: Enter any expense items, and the amount which Provider expects to spend for them, that Provider has not entered elsewhere in this document. Examples of miscellaneous costs are printing, advertising, and postage.

TOTAL MISCELLANEOUS COSTS: Enter the total of all miscellaneous costs in this section in the appropriate columns.

PROFIT MARGIN: For profit entities only - Enter the amount of profit being charged to the contract program.

TOTAL OF ALL EXPENSES: The total of all expenses should be calculated from the sub-totals of sections D through I.

EXPLANATION: Be sure to pay special attention to this section. It is important to note the rationale or basis for the figures used in the proration of MGT/INDIRECT costs. Specific instructions have been included on the budget to be followed.

**INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS FOR REVENUES BY
PROGRAM SERVICES SECTION**

Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed. Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

FINAL REVIEW

1. Before submitting the budget, make a final check that each column of each page is correctly added, and that all figures are legible.
2. Review the Revenue page and make sure all revenue sources are listed. The total revenues shown MUST equal or exceed the total expenses shown in pages 1-8.
3. Please review Equipment section to make sure that all equipment purchases have been listed in proper section.

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HCJFS CONTRACT BUDGET

AGENCY _____
 NAME OF CONTRACT PROGRAM _____

BUDGET PREPARED FOR PERIOD _____
 TO _____

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= _____

TOTAL PROGRAM COST/TOTAL UNITS
 OF SERVICE = UNIT COST: \$ \$ \$

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
TOTAL SALARIES									

Attachment C

EXPENSES BY PROGRAM SERVICES	PROGRAM 1	PROGRAM 2	PROGRAM 3	MGT NDIRECT	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	OTHERDIRECT 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	TOTALEXPENSE
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						

5.

<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						

Attachment C

<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 <small>(For profit entities only- indicate the amount)</small>						
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: _____

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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.

<p>2. Reviewed and accepted:</p> <ul style="list-style-type: none"> 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 Government Auditing Standards. The information is also available on the GAO website at: http://www/gao.gov/policy/guidance.htm
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<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> <ol style="list-style-type: none"> 1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O. 2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current. 3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions. 4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client names, date, begin/end time, unit(s) of service, name of teacher/case worker, etc. 5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan?
<p>5. Reviewed 3 of the last 12 months board minutes</p>	<p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p>

<p>6. Reviewed accounting/record keeping system:</p> <ul style="list-style-type: none"> a. financial record keeping method <ul style="list-style-type: none"> 1) is a separate account set up for our program? 2) are invoices filed for easy reference? b. cash or accrual system; c. revenue source during start-up period; d. ability to issue accurate and timely reports e. maintenance of client service records . <ul style="list-style-type: none"> 1) method for documenting client service; 2) method for compiling data for reports; 3) method for tracking performance indicators; f. how will the Provider manage cash flow during the first 3 months of the contract? 	<ul style="list-style-type: none"> 1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account. 2. Determine how financial invoices will be filed. Is this adequate for audit purposes? 3. Identify the accounting system used - cash vs accrual. This is important in an audit for determining how expenses and revenues are reported. 4. Determine how the agency will meet payroll and other contract related expenses during the start-up period, prior to receiving the first contract reimbursement. 5. Review the process for reporting expenses, service and performance goals. Does provider have the administrative capacity to manage the contract in an accurate and timely fashion? In the program area? In the financial area? 6. Review the process for documenting and maintaining client service records. Is it acceptable for audit purposes? Can invoiced services be easily tracked to a source document? Is the information in the source document legible, complete, etc? 7. Since the initial reimbursement will be approximately 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time.
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<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.</p> <p>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>
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Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff is aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?

<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. 	<ol 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?
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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 Government Auditing Standards . 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.			

<p>10. Contract Management Plan - review provider's written plan for contract management.</p> <p>a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?</p>			
<p>b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?</p>			
<p>c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?</p>			
<p>d. what is provider's plan for conducting self-reviews to ensure contract compliance?</p>			
<p>e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?</p>			
<p>f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?</p>			
<p>g. what is provider's plan for monitoring contract utilization?</p>			

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.			

<p>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?</p>			
<p>5. Received copy of providers's QA/QI plan or activities. At a minimum, the following should be included:</p> <p>a. consumer program satisfaction results (define method(s) to be used);</p>			
<p>b. HCJFS & provider staff satisfaction feedback mechanisms (defined in plan);</p>			
<p>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;</p>			
<p>d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis;</p>			
<p>e. written information regarding service programs operated by provider & how the information is disseminated to consumers;</p>			

<p>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;</p>			
<p>g. detailed safety plan;</p>			
<p>h. detailed written procedure for maintaining the security and confidentiality of client records.</p>			

Additional comments/notes for Section C:

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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

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

**CAMPAIGN
CONTRIBUTION
DECLARATION**