

**REQUEST FOR PROPOSALS**

**FOR**

**INTENSIVE FAMILY INTERVENTION SERVICE**

**AND**

**INTENSIVE FAMILY RESTORATION SERVICE**

**MODELS**

**RFP SC1409R**

**Issued by**

**THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(November, 2009)**

**Providers Conference: Location: Hamilton County Job & Family Services**

**222 East Central Parkway**

**6<sup>th</sup> Floor Conference Room 6SE401**

**Cincinnati, Ohio 45202**

**Deadline to Register for the RFP: January 19, 2010**

**Due Date for Proposal submission: January 25, 2010**

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# **REQUEST FOR PROPOSAL (RFP) FOR INTENSIVE FAMILY INTERVENTION/RESTORATION SERVICE**

## **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), Children's Services division, is currently seeking proposals for one or multiple Providers for the purchase of Intensive Family Intervention Services (IFIS) and Intensive Family Restoration Services (IFRS) models for families at risk of their children being placed outside of their home, as well as families whose children have been placed outside of their home in agency custody.

Permanency outcomes for children were established in Public Law 96-272, Adoption and Child Welfare Act of 1980. Although Congress has amended Child Abuse Prevention and Treatment Act (CAPTA) and attendance laws with major revisions every three years since that time, the permanency outcomes of choice and their hierarchical order, have remained unchanged since originally passed in 1980.

1. Placement Prevention – Public child welfare agencies mandated to protect children must attempt to prevent the unnecessary removal of children by providing services to assure child safety and family stability.

2. Family Reunification – In the event children must be removed from their home of origin to assure their safety or to provide services to the family, “reasonable efforts” must be made by the PCSA to reunite the family in as short a time period as possible, holding child safety and well-being paramount.
3. Adoption and other forms of Permanency – In the event the child cannot be safely returned to the family of origin within a reasonable period of time, and the court agrees with that determination, the PCSA must seek alternative forms of permanency up to and including termination of parental rights.

HCJFS reserves the right to award multiple or no contracts to meet the needs of the child welfare population for this service.

## **1.2 Scope of Service**

### **1.2.1 INTENSIVE FAMILY INTERVENTION SERVICE MODEL (IFIS)**

The Intensive Family Intervention Service Model (IFIS) is an active and engaging family and community based service that targets families active with the child protective system whose child is at risk of placement outside of the home. The model is family-centered and offers individual and family counseling, as well as social work services that are timely, intense and home based. The goal is to remove the risk of harm to the child instead of removing the child from their home. By maintaining the child safely in their own home, the child will avoid the trauma of separation and placement, as well as the stigma of placement.

IFIS will utilize a wide range of evidence-based, clinical interventions including cognitive-behavior therapy, family systems therapy, crisis intervention, motivational interviewing, and skill building, among others. Staff will be trained, supervised and evaluated on these interventions with families.

Effective treatment involves all family members and addresses not only parenting skills and protective capacities, but also parent-child interaction and attachment, as well as a range of parental life competencies such as communication, problem solving and mood control.

The model will have particular emphasis on engaging the parents in behavior change and readiness for participation in community services as appropriate to their needs (mental health, substance abuse, domestic violence, etc.).

If chronic or potential homelessness is an issue, IFIS services will identify and assess barriers to families that are preventing them from obtaining permanent, affordable housing. Assessments will determine the root causes of homelessness and aid in the development of a plan outlining the services needed to move a family from homelessness to permanent, affordable housing. The plan will include the services necessary to address the causes of homelessness and how the family will be able to obtain those services. The plan will collaborate with other community-based services for the purpose of addressing the families' root causes of homelessness while assisting them in obtaining permanent, affordable housing.

IFIS services will be family-centered, culturally competent and consistent with the legal framework of the child protection system and its values.

The length of IFIS services will last one to six months, including step-down service, and include up to an additional three months of booster shots, such as periodic follow-up visits to maintain positive changes.

#### **1.2.1.1 Population**

1. A prerequisite condition for enrolling the child and family is the willingness of the parent/caregiver to engage in the intense services provided. Also, the child must be under 12 years of age and on a voluntary, in-home or out-of-home, safety plan with the parent or caretaker retaining custody.

### **1.2.1.2 Service Components**

Service components provided to Children's Services families and children IFIS include:

- A. Service Location - services will occur almost entirely in the home, school or other natural environment of the family;
- B. Referral Response Time – social workers are available to see families within 24 hours of the referral; work a flexible schedule to accommodate the needs of the family and are available seven days a week including holidays. Each social worker will provide a wide range of clinical and concrete services based on the individual needs and goals of the family. Formal and informal services will be offered. The model will assist the family in developing informal networks of support, as well as the ability to utilize existing natural supports. **Immediate response to referrals with 24 hours a day, 7 days a week availability;**
- C. Engagement - use of a collaborative and friendly approach to engage and motivate families;
- D. Assessment and Goal Setting- use of a client-directed assessment across life domains, ongoing child safety assessment and planning, domestic violence assessment, suicide assessment and crisis planning;
- E. Crisis Stabilization - use of various therapeutic techniques to de-escalate and diffuse crisis at home and to create a safe environment for the child. Crisis stabilization may also include respite care and a rapid return to the family;
- F. Behavior Change - use of cognitive and behavioral research-based practices and behavioral interventions;



- G. Skill Development – teach parents and children a wide variety of “life skills” using practice, feedback and homework;
- H. Flexibility and responsiveness - services tailored to each family’s needs, strengths, lifestyle and culture. Social worker will provide a wide range of services, from helping family meet the basic needs of food, clothing and shelter, to sophisticated therapeutic techniques to address anger and other mood management skills, child development, parenting practices, relationships, crisis intervention, communication and assertiveness;
- I. Small Caseloads - with clinical supervision;
- J. Community Support - community linkage, coordination and interactions by collaborating with and advocating for the family with community service providers. Act as a broker of services for the family. Provide timely access to community services;
- K. Follow-up Service - where necessary, provide interim reinforcement following an intensive period of intervention;
- Q. Limited English Proficiency – interpreter or services available for families with Limited English Proficiency; and

### **1.2.2 INTENSIVE FAMILY RESTORATION SERVICE MODEL (IFRS)**

IFRS is an active and engaging community and family-based service that serves families active with the child protective system whom has a child placed outside of their home in agency custody. The goal of IFRS is to facilitate the safe and permanent return of the child to the parent/caregiver’s home and care. If the family cannot be stabilized to receive the child safely home, then an alternative permanent placement for the child will be found, perhaps a relative already identified in the agency’s concurrent plan.

The IFRS will have a distinct service delivery model and staff different from intensive placement prevention models recognizing the often traumatic reunion when a child is returned

home.

IFRS will utilize evidence-based, clinical interventions. Staff will be trained, supervised and evaluated on these interventions with families. Effective treatment involves all family members and others living in the home. The model will have particular emphasis on engaging parents in behavior change and readiness for their child's return. In particular, a heavy emphasis will be placed on parent/child visiting. "Good reunification programs do not allow the family to get comfortable with the child's absence; close the hole where the child was in the family." The model will be sensitive to the dynamics of a child returning home from foster care; her reactions to her separation/loss and to her experiences while in foster care.

The services will be family-centered, culturally competent and consistent with the legal framework of the child protection system and its values. The Juvenile Court, foster parents and Children's Services are key players in the family restoration process.

If chronic or potential homelessness is an issue, IFRS services will identify and assess barriers to families that are preventing them from obtaining permanent, affordable housing. Assessments will determine the root causes of homelessness and aid in the development of a plan outlining the services needed to move a family from homelessness to permanent, affordable housing. The plan will include the services necessary to address the causes of homelessness and how the family will be able to obtain those services. The plan will collaborate with other community-based services for the purpose of addressing the families' root causes of homelessness while assisting them in obtaining permanent, affordable housing.

The model will engage the important role each of these systems play in reunification and develop strategies to engage each in the process.

The length of IFRS services will last two to six months, including pre-reunification work and post-reunification work.

### **1.2.2.1 Population**

1. A prerequisite condition for enrolling the child and family is the willingness of the parent/caregiver to engage in the intense services provided. Also, the child must be under 12 years of age and in agency custody and foster care for the first time. Planned return of child requires therapeutic intervention for the re-integration of the child into the family and parent's care.

### **1.2.2.2 Service Components**

IFRS will begin while the child is in foster care and will engage the child, foster family and family to whom the child is returning. Initially, services will be provided in the foster home, as well as the child's family home. The model will tailor services to the particular needs of the child and family.

While the intervention targets the children who recently entered foster care for the first time, the focus of services is on the parent(s) who is likely to be experiencing multiple problems in life stressors. Once reunification occurs, services will occur almost entirely in the home, school or other natural environment of the family. Social workers are to be available to see families within 24 hours of the referral, work a flexible schedule to accommodate the needs of the family and are available seven (7) days a week including holidays. Each social worker will provide a wide range of clinical and concrete services based on the individual needs and goals of the family. Formal and informal services will be offered. The model will assist the family in developing informal networks of support, as well as the ability to utilize existing natural supports.

IFRS will utilize existing community service providers as appropriate to meet each family's needs. The program will provide a mixture of concrete services and counseling, primarily in the family's home or where the child is currently residing (foster care).

The service will include establishing a partnership with the foster family to assist in the child's preparation for a successful return home. Service components provided to Children's Services families and children for IFRS will also include:

- A. Engagement - use of a collaborative and friendly approach to engage and motivate families, including foster parents;
- B. Assessment and Goal Setting- use of a client-directed assessment across life domains, ongoing child safety assessment and planning, domestic violence assessment, suicide assessment and crisis planning;
- C. Behavior Change - use of cognitive and behavioral research-based practices and behavioral interventions;
- D. Service Location - services provided in the home, school or other natural environment of the family;
- E. Flexibility and responsiveness - services tailored to each family's needs, strengths, lifestyle and culture. Therapists will provide a wide range of services, from helping family meet the basic needs of food, clothing and shelter, to sophisticated therapeutic techniques to address anger and other mood management skills, child development, parenting practices, relationships, crisis intervention, communication and assertiveness.;
- F. Referral Response Time – 24 hours/day, 7 days/week availability. Provider will respond within 24 hours of receiving referral.
- G. Small Caseloads - with clinical supervision;
- H. Community Support - community linkage, coordination and interactions by collaborating with and advocating for the family with community service providers. Broker services for the family. Timely access to community services;
- I. Step-down Services – may be necessary to increase the home visits including overnights during the transition; and
- J. Follow-Up Service – provide interim reinforcement following an intensive period of intervention, where necessary;

### 1.3 Employee Qualifications and Core Skills

Provider Staff must meet appropriate qualifications for providing in-home intervention and have the ability to:

1. engage, often reluctant, families in behavior change;
2. motivate and employ motivation enhancement strategies with the family;
3. develop and maintain a positive, collegial working relationship with the family, community members and the child protection system;
4. conduct comprehensive, strength-focused assessments. Continual assessment of child's safety in the home; structuring the environment and use of clinical strategies designed to promote the child's safety; assess family for elements/behaviors that place a child at risk of maltreatment and use clinical strategies to reduce the risks; assess goal progress and assess continuing needs of the family;
5. utilize a variety of teaching and coaching methods;
6. utilize research-based therapeutic strategies to facilitate behavioral change;
7. provide a range of clinical, concrete and advocacy services to family that are consistent with the family's values; learning styles, lifestyle, circumstances and culture;
8. collaborate and advocate with formal and informal community resources and systems while teaching family members to advocate for themselves;
9. cooperate with Children's Services and adhere to its values and legal standards; and
10. maintain family's confidentiality.

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

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

2. **Criminal Record Check:** Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport consumers.

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 ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment I to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Provider shall not assign any individual to work with 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.

3. **Employees who have been convicted:** Employees convicted of or plead guilty to any of the laws contained the Ohio Revised Code Section 5153.111(B)(1) or Section 2919.24 may not come into contact with HCJFS' customers.
4. **Employee Confidential Information:** HCJFS may request that the Provider not use an employee or prospective employee based on confidential Children's Services information known to HCJFS. To this end, Provider shall provide to HCJFS the name and social security number of all individuals having direct contact with children prior to providing transportation services. Provider shall not use an employee or prospective

employee unless approved by HCJFS.

## **2.0 Provider Proposal**

It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial font when possible. Budget must also be submitted electronically. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the

specified elements of information listed below **without exception, including all subsections therein.** Proposal sections must be numbered corresponding to the following format:

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

## **2.1 Cover Sheet**

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Years 2010 and 2011. These Unit Rates must be supported by the Budgets.

*Providers are strongly encouraged to use the RFP Submission Checklist on the back of the Cover Sheet to review proposal completeness.*

## **2.2 Service and Business Deliverables**

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Providers



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

## **2.2.1 Program Components**

### **Service Information**

#### **INTENSIVE FAMILY INTERVENTION SERVICE MODEL (IFIS)**

- A. Demonstrate Provider's ability to meet the Scope of Services, Section 1.2, the Population, Section 1.2.1.1, and the Service Components, Section 1.2.1.2. Include a statement describing the population you currently serve. Also include a statement describing what Provider resources and experiences will support this program.
- B. Describe how Provider will engage child, family and foster parents to prevent out-of-home placement.
- C. Describe how Provider will improve child and family functioning.
- D. Describe how Provider will stabilize family when in crisis.
- E. Describe how Provider will affect change in parent/caregiver protective capacities.
- F. Describe how Provider will engage parent/caretaker and child in community services as appropriate to their needs and increase family's connection and utilization of social support and community resources.
- G. Describe how Provider will ensure child is maintained safely in the home.
- H. Describe how Provider will enhance parent/caretaker protective capacities.
- I. Describe how Provider will engage child, family and foster parents in the reunification process.
- J. Describe how Provider will eliminate safety threats to child and ensure reduction in family risk factors.
- K. Describe how Provider will ensure family has developed natural crisis supports.
- L. Describe how Provider will improve family/child communication and relationships.
- M. Describe how Provider will improve behavior management of the child.

- N. Describe how Provider will enhance parent/caregiver protective capacities and improve parent/caretaker and child relationship.

### **Staff Information**

- A. Provide a description of your organization's employee screening and clearance policy.
- B. Describe your organization's policy to ensure all employees will submit to BCII checks as described in OAC 5101:2-5-09.
- C. Describe your organization's policy and practice standards for training, supervision, and support provided to direct care staff.
- D. Describe how Provider will ensure all employees complete all orientation training prior to unsupervised contact with families.

### **Licensing Information**

- E. Maintain appropriate licensure from ODJFS or Ohio Department of Mental Health ("ODMH") or other appropriate licensing agency at all times.
- F. Indicate whether your organization is a Medicaid certified facility.
- G. Indicate whether your organization is accredited. If so, by whom?

### **INTENSIVE FAMILY RESTORATION SERVICE MODEL (IFRS)**

- A. Demonstrate Provider's ability to meet the Scope of Services, Section 1.2.2, the Population, Section 1.2.2.1, and the Service Components, Section 1.2.2.2. Include a statement describing the population you currently serve. Also include a statement describing what Provider resources and experiences will support this program.
- B. Describe how Provider will engage child, family and foster parents in the reunification process.
- C. Describe how Provider will safely and permanently reunite child with parent/caretaker.

- D. Describe how Provider will prevent a child's disruption of reunification placement and return to foster care.
- E. Describe how Provider will improve child and family functioning.
- F. Describe how Provider will engage parent/caregiver and child in using community services.
- G. Describe how Provider will ensure child is reunified with parent/caretaker or with alternative guardian.
- H. Provide a detailed description of how Provider will eliminate safety threats to child and ensure a reduction in family risk factors.
- I. Describe how Provider will improve behavior management of the child.
- J. Describe how Provider will enhance parent/caregiver protective capacities, and improve parent/caretaker and child relationship.
- K. Provide a description of Provider's connection to community resources and family support system.

### **Staff Information**

- A. Provide a description of your organization's employee screening and clearance policy.
- B. Describe your organization's policy to ensure all employees will submit to BCII checks as described in OAC 5101:2-5-09.
- C. Describe your organization's policy and practice standards for training, supervision, and support provided to direct care staff.
- D. Describe how Provider will ensure all employees complete all orientation training prior to unsupervised contact with families.

### **Licensing Information**

- E. Maintain appropriate licensure from ODJFS or Ohio Department of Mental Health ("ODMH") or other appropriate licensing agency at all times.

- F. Indicate whether your organization is a Medicaid certified facility.
- G. Indicate whether your organization is accredited. If so, by whom?

## **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 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**

Provide a current certificate of insurance, current endorsements and Worker's Compensation certificates.

G. Job Descriptions

Include copies of 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 youth who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record youth 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 youth'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

A copy of the Articles 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.

## **2.3 Budgets and Cost Considerations**

- A. HCJFS anticipates services will begin April 1, 2010. Provider must submit a Budget, Budget narrative and a calculation of the Unit Rate for the initial contract term and the optional renewal year (Contract Years 2010 and 2011) that Provider understands will be used to compensate Provider for services provided. Budgets and Unit Rates must be submitted in the form provided as Attachment D.

All Registered Providers will be sent an electronic budget file in Excel format. All Providers submitting a proposal shall include a hard copy of the budget in the proposal and all copies, and also submit the budget electronically to the contact person identified in Section 3.2 HCJFS Contact Person. If Provider is unable to submit an electronic copy of the budget, Provider shall include a statement in the budget narrative explaining the reason.

**Note: the softcopy of the budget and Provider's proposals must be received by the due date specified in the RFP. The soft copy budget must match the hardcopy in the proposal.**

*For renewal year, any increases in Unit Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term.*

*HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.*

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:
1. 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").

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

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

- D. Provider must submit a detailed Budget Narrative for each Budget submitted which demonstrates how costs are related to the service(s) presented in the proposal.
- E. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- F. For the purposes of this RFP, “unallowable” program costs include:
1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
  2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
  3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
  4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
  5. entertainment costs for amusements, social activities and related costs for staff only;
  6. costs of alcoholic beverages;
  7. goods or services for personal use;
  8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
  9. gains and losses on disposition or impairment of depreciable or capital assets;
  10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
  11. costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in OAC 5101:2-47-25(n);
  12. losses on other contracts’;
  13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
  14. costs related to legal and other proceedings;
  15. goodwill;
  16. asset valuations resulting from business combinations;
  17. legislative lobbying costs;
  18. cost of organized fund raising;
  19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
  20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
  21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
  22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
  23. major losses incurred through the lack of available insurance coverage; and
  24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.



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

## **2.4 Customer References**

Provider must submit at least three (3) letters of reference for whom services were provided similar in nature and functionality to those requested by HCJFS. Reference letters from HCJFS or HCJFS employees will not be accepted. In addition, reference letters from organizations in which key clinical and business personnel serve on the board will not be accepted. Each reference must include at a minimum:

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

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

## **2.5 Personnel Qualifications**

For key clinical and business personnel who will be working with the program and have management roles in the program being proposed (key is defined as upper management including, but not limited to, agency director, program director if different, CFO, clinical director, and administrators) 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**

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

### 3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	Mon., Nov. 23, 2009
RFP Conference	Tues., Dec. 8, 2009, 2:00 p.m.
Deadline for Receiving Final RFP Questions	Fri., Dec. 11, 2009, noon
Deadline for Issuing Final RFP Answers	Fri., Dec. 18, 2009, 4:45 p.m.
Deadline to Register for RFP	Tues., Jan. 19, 2010, 4:45 p.m.
Deadline for Proposals Received by HCJFS Contact Person	Mon., Jan. 25, 2010, by 11:00 a.m.
Oral Presentations – if needed	Week of Feb., 15, 2010
Anticipated Proposal Review Completed	Feb., 19, 2010

### 3.2 HCJFS Contact Person

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

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

### 3.3 Registration for the RFP Process

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED (Provider Registration Form – Attachment E). THE DUE DATE TO REGISTER IS FRIDAY, TUESDAY, JANUARY 19, 2010, NO LATER THAN 4:45 P.M. EST.**

All interested Providers must fax or e-mail the HCJFS Contact Person to register for the RFP Process, leaving their name, company name, fax number and phone number. The fax number is (513) 946-2384. The e-mail address is: [carsos01@jfs.hamilton-co.org](mailto:carsos01@jfs.hamilton-co.org).

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All mail, fax, and email communications 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 and by mail to Providers who have registered for the RFP Process but are unable to attend the Provider's Conference.
- B. After the Providers' Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. Only Providers who register for the RFP Process will receive copies of questions and answers.
- D. The answers issued in response to such Provider questions become part of the RFP.
- E. No questions will be accepted after **December 11, 2009 by noon**. The final responses will be faxed or e-mailed on **December 18, 2009** by the close of business.

### **3.4 RFP Conference**

**THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. ATTENDANCE AT THE PROVIDERS' CONFERENCE IS HIGHLY ENCOURAGED.**

The Provider's Conference will take place at **County Administration Building, County Commissioners Office, 138 East Court Street, Room 605, Cincinnati, Ohio 45202** on **Tuesday, December 8, 2009, 2:00 p.m.**

### **3.5 Prohibited Contacts**

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the providers who participate in the process in good faith. Behavior by providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with this program regarding 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; and
- B. Any HCJFS employees, except for the HCJFS Contact Person.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, letters and faxes regarding the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2;

- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the HCJFS Contact Person, as listed in Section 3.2.

### **3.6 Provider Disclosures**

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

### **3.7 Provider Examination of the RFP**

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

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

If a Provider fails to notify HCJFS prior to **December 11, 2009 by noon** of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk.

If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addenda to RFP**

HCJFS may modify this RFP no later than **December 18, 2009** by issuance of one or more addenda to all parties who registered for the RFP Process, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Process will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Process.

### **3.9 Availability of Funds**

This program is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. HCJFS will notify Provider at the earliest possible time if this occurs.

HCJFS is under no obligation to compensate Provider for any expenses incurred as a result of the RFP process.

## **4.0 Submission of Proposal**

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

### **4.1 Preparation of Proposal**

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

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

### **4.2 Cost of Developing Proposal**

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

### **4.3 False or Misleading Statements**

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



#### **4.4 Delivery of Proposals**

One (1) signed original proposal and ten (10) duplicates of the entire written proposal, along with a soft copy of all budgets, 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 January 25,,2010**. Proposals received after this date and time will not be considered. If Provider is not submitting the proposals in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

#### **4.5 Acceptance and Rejection of Proposals**

HCJFS reserves the right to:

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

The recommendation of HCJFS staff and the decision by the HCJFS Director shall be final.

Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Provider from full compliance with its specifications if Provider is awarded a contract.

## 4.6 Evaluation and Award of Agreement

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

### Stage 1. Preliminary Review

A preliminary review of all proposals submitted by **11:00 a.m. on Monday, January 25, 2010** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on Monday, January 25, 2010** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. 2 Completed Budgets and 2 Budget Narratives, Section 2.3;
- F. 2 Customer References, Section 2.4 or a written explanation; and
- G. Personnel Qualifications, Section 2.5.

## **Stage 2. Evaluation Committee Review**

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

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.

## **Stage 3. Other Materials**

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

- A. Written responses from Provider to clarify written questions posed by Review Committee.

- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all new GH Providers and any existing GH Providers as HCJFS deems necessary. Site visits will be held at the location where the services are to be provided.

#### **Stage 4. Evaluation**

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

- A. Program Evaluation including responses to Section 2.2.1 Program Components questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 45% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 System and Fiscal Administration Components questions are worth 15% of the total evaluation score.
- C. Evaluation of Budgets and Budget Narratives, Section 2.3 are worth 30% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Program Components questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 55% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 System and Fiscal Administration Components questions are worth 15% of the total evaluation score.
- C. Evaluation of Budgets and Budget Narratives are worth 30% of the total evaluation score.

#### **4.7 Proposal Selection**

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

- 1. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement.
- 2. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible firm(s) whose proposal(s) is(are) most advantageous to the program, with price and other factors considered.
- 3. HCJFS will work with selected Provider(s) to finalize details of the agreement using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- 4. If HCJFS and Provider are able to successfully finalize an agreement, the BOCC may award Provider a contract.

5. If HCJFS and successful bidder are unable to come to terms regarding an agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the agreement discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

#### **4.8 Post-Proposal Meeting**

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

#### **4.9 Provider Certification Process**

For the selected Provider(s), the Provider Certification process may be completed prior to contract signing, Attachment F. The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the contract. The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for Providers already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

#### **4.10 Public Records**

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

## **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**

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 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 provide for one (1) additional one (1) year renewal period. Contract renewal and any proposed renewal year rate increase (up to 3% subject to Section 2.3) will be initiated at the sole discretion of HCJFS subject to funding availability and contract performance.

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



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

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

## **5.4 Confidential Information**

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

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

## **5.5 Non-Discrimination in the Performance of Services**

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under.

Provider further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS consumer in its performance of this Contract on the basis of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

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

## **5.6 Insurance**

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

Provider shall purchase the following coverage and minimum limits;

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

- Additional insured endorsement;

- Product liability;

- Blanket contractual liability;

- Broad form property damage;

- Severability of interests;

- Personal injury; and

- Joint venture as named insured (if applicable).

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

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

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

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

- Additional insured endorsement;

- Pay on behalf of wording;

- Concurrency of effective dates with primary;

- Blanket contractual liability;

- Punitive damages coverage (where not prohibited by law);

- Aggregates: apply where applicable in primary;

- Care, custody and control – follow form primary; and

- Drop down feature.

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

The Provider further agrees with the following provisions:

The insurance endorsement form and the certificate of insurance form will be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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.

## **5.7 Declaration of Property Tax Delinquency**

As part of the submitted proposal, Provider must include a notarized Declaration of Property Tax Delinquency form, Attachment G, 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 completed and submitted with the proposal.

## **5.8 Terrorist Declaration**

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

## **5.9 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 ensure that every above described individual will sign a release of information, Attachment I, to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

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.



## ATTACHMENT A

### Cover Sheet for Intensive Family Intervention/Restoration Services Proposals Bid No: RFP SC1409-R

Name of Provider \_\_\_\_\_

Provider Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(Please Print or type)

Phone Number: \_\_\_\_\_ (ext) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

#### Person(s) authorized to negotiate with HCJFS:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please Print)

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

<b>Initial Term for Twelve (12) Months</b> 1/1/10 – 12/31/10	<b>Renewal Year One for Twelve (12) Months</b> 1/1/11 – 12/31/11
Unit Rate \$ _____	Unit Rate \$ _____
Unit Rate \$ _____	Unit Rate \$ _____

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

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***Please complete the back of this form containing a checklist to verify that everything required to be submitted as part of your proposal is included.***

## RFP Submission Checklist

Pursuant to Section 4.6 of the RFP, the following items are to be included in your proposal in order for it to be deemed qualified. Please indicate that the items are included by checking the corresponding column.

Action Required	RFP Section	Included
Did you register for the RFP process?	3.3	
Will your Proposal be submitted by 11:00 a.m. on January 25, 2010?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Initial Term on the Cover Sheet?	2.1	
Did you include the Unit Rate for Renewal Year One on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.2.2	
Is a Budget for the Initial Term completed along with a calculation of the unit cost?	2.3	
Is a Budget for Renewal Year One completed along with a calculation of the unit cost?	2.3	
Is Customer Reference Letter #1 enclosed or is there a written explanation why a reference is not included?	2.4	
Is Customer Reference Letter #2 enclosed or is there a written explanation why a reference is not included?	2.4	
Is Customer Reference Letter #3 enclosed or is there a written explanation why a reference is not included?	2.4	
Are all Personnel Qualifications enclosed?	2.5	

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

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

**1. TERM**

**SELECT ONE**

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

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

This contract is a result of RFP \_\_\_\_\_ issued MM/DD/YYYY

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

**2. SCOPE OF SERVICE**

*(IF EXHIBITS NOT ATTACHED)*

Subject to terms and conditions set forth in this Contract, Provider agrees to

*(Begin description here)*

*(IF EXHIBITS ATTACHED USE FOLLOWING LANGUAGE)*

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform the Intensive Family Intervention Service and/or Intensive Family Restoration Service for children and families 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 following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit 1 – Scope of Work
2. Exhibit 2 – Budget
3. Exhibit 3 – The Request for Proposal
4. Exhibit 4 – Provider’s Proposal
5. Exhibit 5 – Release of Personnel Records and Criminal Record Check

**(Delete 1 if not appropriate.)**

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through 5 as defined in 2.A. Exhibits above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

1. Exhibit 1 – Scope of Work
2. Exhibit 3 – The Request for Proposal
3. Exhibit 4 – Provider’s Proposal

### **3. CLIENT AUTHORIZATIONS**

#### **A. Form of Client Authorizations**

Provider agrees that it will only provide Services to Consumers for whom it has obtained a written pre-authorization from HCJFS (the “Client Authorization”). Provider agrees it will give HCJFS thirty (30) days prior written notice before terminating any Consumer currently enrolled with such Provider or on temporary leave.

#### **B. Reimbursement for Services**

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

### **4. BILLING AND PAYMENT**

#### **A. Unit Rate Calculation**

Provider warrants and represents that the Budget, Exhibit II, submitted as a part of its Proposal, Exhibit 4, is based upon current financial information and projections and includes all categories of costs needed to calculate the cost of a Unit of Service (the “Unit Rate”) and that all revenue sources available to Provider to serve Consumers have been detailed in the Budget, Exhibit II, and utilized, where possible, 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 losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Unit Rate

**Select appropriate Unit Rate clause.**

**(Use the following paragraph if there is a Scope of Work exhibit attached to the Contract.)**

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

**(Use the following 2 paragraphs if there is not a Scope of Work exhibit attached and/or a billable unit of service is defined in the Scope of Work.)**

Each category of Service listed below, as established and supported in Exhibit II, 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.

A billable unit of service is defined as direct or collateral services. Billable service includes **(list specific services and/or activities. )**

**NOTE:** If an invoiced Unit of Service is not a full hour, portions of a unit should be billed as follows:

0 – 7 minutes = 0  
8 – 22 minutes = .25 hour  
23 – 37 minutes = .50 hour  
38 – 52 minutes = .75 hour  
53 – 60 minutes = 1.0 hour

C. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
  - a. Provider's name, address, telephone number, fax number, and vendor number;
  - b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
  - c. Billing date and service dates;
  - d. Consumer's name, case number and social security number (if available);
  - e. Purchase order number; and
  - f. Client Authorization number.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; unless timely issuance of authorizations does not permit Provider the ability to submit the invoice timely. It is the responsibility of the Provider to request special consideration and documentation with their invoice if authorizations were not submitted timely by HCJFS, or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

Provider will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices.
3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Client Authorization was issued.



D. Miscellaneous Payment Provisions

1. Additional Payment

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

2. Duplicate Payment

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

**5. ELIGIBILITY FOR SERVICES**

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

**6. NO ASSURANCES**

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

**7. NON-EXCLUSIVE**

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

## **7. AVAILABILITY OF FUNDS**

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

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

## **8. TERMINATION**

### **A. Termination for Convenience**

#### **1. By HCJFS**

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

#### **2. By Provider**

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

### **B. Termination for Cause by HCJFS**

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default.

HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

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

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

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

#### C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.
2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

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

## **9. FORCE MAJEURE**

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

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

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

## **10. GOOD FAITH EFFORT**

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

## **11. DISPUTE RESOLUTION**

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Either party may bring any dispute forward to the other in form of a written notice of dispute (the "Notice of Dispute"). The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

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

**Representative for HCJFS:** HCJFS' Contract Manager

**Representative for Provider:** Provider's Project Manager

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

**Representative for HCJFS:** Unit Supervisor for Contract Services

**Representative for Provider:** Provider's Project Manager

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

**Representative for HCJFS:** Section Chief for Contract Services

**Representative for Provider:** \_\_\_\_\_

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

## **12. WARRANTIES AND REPRESENTATIONS**

- A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain all required licensure or certifications in good standing. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.
- B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.

- C. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.
- D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the clients identified in the Scope of Service shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.
- E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.
- F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

### **13. QUALITY REVIEW**

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

### **14. MAINTENANCE OF SERVICE**

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

## **15. REPORTS**

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

## **16. GRIEVANCE PROCESS**

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

## **17. NON-DISCRIMINATION IN EMPLOYMENT**

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

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

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

## **18. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES**

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

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



**19. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

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

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. CONFIDENTIALITY**

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

**25. PUBLIC RECORDS**

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

**26. AVAILABILITY AND RETENTION OF RECORDS**

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years.

- B. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- C. 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.
- D. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- E. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

## **27. AUDIT REQUIREMENTS**

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

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

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

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

**28. 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.

**29. DEBT CHECK PROVISION**

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

**30. CORRECTIVE ACTION PLANS**

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

**31. PROPERTY OF HAMILTON COUNTY**

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively “Deliverables”) shall be considered “works made for hire” within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a “work made for hire,” or if there are any rights in the Deliverables not so conveyed to HCJFS, then Provider agrees to and by executing this Contract hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables.

HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

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

## **32. 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).

- 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. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.
  - F. The Provider further agrees with the following provisions:
    - 1. All policies, except workers’ compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers.

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, 3<sup>rd</sup> 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, 3<sup>rd</sup> 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 is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

### **33. INDEMNIFICATION & HOLD HARMLESS**

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

the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

#### **34. COORDINATION**

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

#### **35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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 ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit nn to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

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.

#### **40. LOBBYING**

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

#### **41. 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.

#### **42. FAITH BASED ORGANIZATIONS**

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

**43. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

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

**44. 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).

**45. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

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

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

#### **46. DECLARATION OF PROPERTY TAX DELINQUENCY**

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

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

#### **47. ASSIGNMENT AND SUBCONTRACTING**

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

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

**48. GOVERNING LAW**

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

**49. LEGAL ACTION**

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

**50. 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.

**51. 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.

**52. 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.

**53. 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.

**54. 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.

**55. CONTRACT CLOSEOUT**

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

**56. 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

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 \_\_\_\_, 2009.

Provider or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator  
Hamilton County, Ohio

OR

By: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Director  
Hamilton County, Ohio

Recommended By:

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

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Prosecutor's Office  
Hamilton County, Ohio

Prepared By: \_\_\_\_\_

Checked By: \_\_\_\_\_

Approved By: \_\_\_\_\_

## Intensive Family Intervention Services Screening Tool

<b>Criteria for <i>Intensive Family Intervention (IFI)</i> Services</b> <i>(Family must meet at least three of the six criteria listed below)</i>		<b>Criteria for <i>Intensive Family Restoration (IFR)</i> Services</b> <i>(Family must meet at least three of the six criteria listed below)</i>	
<input type="checkbox"/>	Child under 12 years of age	<input type="checkbox"/>	Child under 12 years of age
<input type="checkbox"/>	Child on a voluntary in-home or out-of-home safety plan and parent/caretaker retains custody	<input type="checkbox"/>	Child in agency custody and in foster care for the <i>first time</i>
<input type="checkbox"/>	Parent/child interaction issues including: communication barriers, supervision problems, and/or behavioral management of the child	<input type="checkbox"/>	Planned return of child requires therapeutic intervention for the re-integration of the child into the family and parent's care
<input type="checkbox"/>	Mental health and/or substance abuse of parent/caretaker is affecting their parenting ability	<input type="checkbox"/>	Prior safety threats have been reduced
<input type="checkbox"/>	Family needs housing stability	<input type="checkbox"/>	Parents/caretaker protective capacities have been enhanced
<input type="checkbox"/>	Domestic violence between adults in the home	<input type="checkbox"/>	Parents/caretaker have stable housing
<b>Exclusionary Criteria for IFI and IFR</b> <i>If any of the below criteria are checked, the family is excluded from IFI and IFR.</i>			
<input type="checkbox"/>	Family is engaged with another intensive family service, such as Choices, FFT, or MST		
<input type="checkbox"/>	Child with suicidal risk and is likely to require hospitalization		
<input type="checkbox"/>	Parent has failed three prior substance abuse treatment episodes and their only visible means of financial support is found in illegal drugs, prostitution, and street life		
<input type="checkbox"/>	Parent has repeatedly tortured and/or harmed a child resulting in the child's death		
<input type="checkbox"/>	Parent rights to another child have been terminated and no significant change has occurred in the interim		
<input type="checkbox"/>	No pending criminal charges related to the abuse or neglect of a child		
<i>Both models require families have some degree of problem recognition and a willingness to receive intensive in-home, community based services. A final decision regarding their willingness/availability to participate will be made at the IFI/IFR Referral Conference.</i>			

## HCJFS CONTRACT BUDGET

AGENCY \_\_\_\_\_

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM \_\_\_\_\_ 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:

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

1

Attachment D

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

<b>POSITION TITLE</b>	<b># STAFF</b>	<b>HRS WEEK</b>	<b>ANNUAL COST</b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICE</b>	<b>TOTAL EXPENSE</b>
<b>TOTAL SALARIES</b>									

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

<b>C. PROFESSIONAL FEES &amp; CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.)</b>	<b>PROGRAM 1</b>	<b>PROGRAM 2</b>	<b>PROGRAM 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>						

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

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



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

## LARGE EQUIPMENT DEPRECIATION COSTS

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

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

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

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: \_\_\_\_\_

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

EXPLANATION OF ANY ITEMS ABOVE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT D

# 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 D

### 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.

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.

## ATTACHMENT D

**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.

## ATTACHMENT D

### INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS

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.



## ATTACHMENT D

**# 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.

## ATTACHMENT D

### 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

**PROFESSIONAL FEES & 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.

## ATTACHMENT D

### 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.

## ATTACHMENT D

**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

**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.

## ATTACHMENT D

### 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.

## ATTACHMENT D

# 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.

ATTACHMENT D-1

HCJFS CONTRACT SAMPLE BUDGET (for reference purposes only)

AGENCY: Acme Out of Home Place

BUDGET PREPARED FOR PERIOD:

NAME OF CONTRACT PROGRAM Out of Home Care

January 1, 2010 TO December 31, 2010

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

<u>EXPENSES BY PROGRAM SERVICES</u>	Program 1	Program 2	Program 3	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	\$75,800	\$105,800	\$125,800	\$35,000	\$95,800	\$438,200
B. EMPLOYEE PAYROLL TAXES & BENEFITS	\$20,765.30	\$28,769.30	\$34,105.30	\$15,215.86	\$20,765.30	\$119,621.06
C. PROFESSIONAL & CONTRACTED SERVICES	\$1,000	\$3,000	\$3,000	\$0	\$3,000	\$10,000
D. CONSUMABLE SUPPLIES	\$3,500	\$6,000	\$16,000	\$0	\$9,000	\$34,500
E. OCCUPANCY	\$2,900	\$7,000	\$12,300	\$0	\$11,000	\$33,200
F. TRAVEL	\$0	\$0	\$15,700	\$0	\$5,600	\$21,300
G. INSURANCE	\$100	\$3,500	\$9,000	\$0	\$3,000	\$15,600
H. EQUIPMENT	\$1,470.75	\$3,470.75	\$5,070.75	\$0	\$2,570.75	\$12,583
I. MISCELLANEOUS	\$0	\$0	\$0	\$0	\$2,700	\$2,700
J. PROFIT MARGIN						
SUB-TOTAL OF EACH COLUMN	\$105,536.05	\$157,540.05	\$220,976.05	\$50,215.86	\$153,436.05	\$687,704.06
ALLOCATION OF MGT/INDIRECT COSTS	\$10,000	\$10,000	\$10,000.00	-\$30,000		
TOTAL PROGRAM EXPENSES	\$115,536.05	\$167,540.05	\$230,976.05	\$20,215.86	\$153,436.05	\$687,704.06

ESTIMATED TOTAL UNITS OF SERVICE  
TO BE PROVIDED:

730 units

730 units

730 units

UNIT= 1 unit is equal to 1 day

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

\$158.27

\$229.51

\$316.41

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

<b>POSITION TITLE</b>	<b># STAFF</b>	<b>HRS WEEK</b>	<b>ANNUAL COST</b>	<b>Program 1</b>	<b>Program 2</b>	<b>Program 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICE</b>	<b>TOTAL EXPENSE</b>
<b>Director</b>	1	60	\$75,000	\$5,000	\$30,000	\$30,000	\$5,000	\$5,000	\$75,000
<b>Asst. Director</b>	1	60	\$60,000	\$5,000	\$15,000	\$30,000	\$5,000	\$5,000	\$60,000
<b>Chief Financial Officer</b>	1	40	\$55,000	\$10,000	\$5,000	\$10,000	\$20,000	\$10,000	\$55,000
<b>Administration Part-Time</b>	10	20 hours each	\$83,200	\$20,800	\$20,800	\$20,800		\$20,800	\$83,200
<b>Administration Full Time</b>	2	40 hours each	\$60,000	\$15,000	\$15,000	\$15,000		\$15,000	\$60,000
<b>HR Manager</b>	1	40	\$45,000	\$10,000	\$10,000	\$10,000	\$5,000	\$10,000	\$45,000
<b>HR Staff</b>	2	40 hours each	\$60,000	\$10,000	\$10,000	\$10,000		\$30,000	\$60,000
<b>TOTAL SALARIES</b>	<b>18</b>	<b>560</b>	<b>\$438,200</b>	<b>\$75,800</b>	<b>\$105,800</b>	<b>\$125,800</b>	<b>\$35,000</b>	<b>\$95,800</b>	<b>\$438,200</b>



<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>Program 1</b>	<b>Program 2</b>	<b>Program 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
<b>B. PAYROLL TAXES</b>						
<b>FICA 7.65 %</b>	\$5,798.70	\$8,093.70	\$9,623.70	\$4,207.50	\$5,798.70	\$33,522.30
<b>WORKER'S COMP. 2.03 %</b>	\$1,538.74	\$2,147.74	\$2,553.74	\$1,116.50	\$1,538.74	\$8,895.46
<b>UNEMPLOYMENT 1.65% (Up to the first \$9k per employee wages, per year)</b>	\$541.86	\$541.86	\$541.86	\$541.86	\$541.86	\$2,709.30
<b>BENEFITS</b>						
<b>RETIREMENT 5%</b>	\$3,790	\$5,290	\$6,290	\$2,750	\$3,790	\$21,910
<b>HOSPITAL CARE 12%</b>	\$9,096	\$12,696	\$15,096	\$6,600	\$9,096	\$52,584
<b>OTHER (SPECIFY)</b>						
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	<b>\$20,765.30</b>	<b>\$28,769.30</b>	<b>\$34,105.30</b>	<b>\$15,215.86</b>	<b>\$20,765.30</b>	<b>\$119,621.06</b>

<b>C. PROFESSIONAL FEES &amp; CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.))</b>	<b>Program 1</b>	<b>Program 2</b>	<b>Program 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
Legal Fees	0	\$2,000	\$2,000		\$1,000	\$5,000
Accounting Services	\$1,000	\$1,000	\$1,000		\$2,000	\$5,000
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>	<b>\$1,000</b>	<b>\$3,000</b>	<b>\$3,000</b>		<b>\$3,000</b>	<b>\$10,000</b>

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>Program 1</b>	<b>Program 2</b>	<b>Program 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERVICES</b>	<b>TOTAL EXPENSE</b>
<b>D.CONSUMABLE SUPPLIES</b>						
<b>OFFICE</b>	\$2,000	\$3,000	\$5,000		\$5,000	\$15,000
<b>CLEANING</b>	\$1,000	\$2,000	\$2,000		\$1,000	\$6,000
<b>PROGRAM</b>	\$500	\$1,000	\$9,000		\$3,000	\$13,500
<b>OTHER (SPECIFY)</b>						
<b>TOTAL CONSUMABLE SUPPLIES</b>	<b>\$3,500</b>	<b>\$6,000</b>	<b>\$16,000</b>		<b>\$9,000</b>	<b>\$34,500</b>
<b>E. OCCUPANCY COSTS</b>						
<b>RENTAL @ \$11 PER SQ.FT.</b>	\$1,000	\$2,000	\$3,000		\$7,000	\$13,000
<b>USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISTION COST</b>						
<b>MAINTENANCE &amp; REPAIRS</b>	\$1,000	\$3,000	\$4,000		\$2,000	\$10,000
<b>UTILITIES (MAY BE INCLUDED IN RENT) HEAT &amp; ELECTRIC _____ WATER _____</b>	\$600	\$1,000	\$3,500		\$1,000	\$6,100
<b>TELEPHONE</b>	\$300	\$1,000	\$1,800		\$1,000	\$4,100
<b>OTHER (SPECIFY)</b>						
<b>TOTAL OCCUPANCY COSTS</b>	<b>\$2,900</b>	<b>\$7,000</b>	<b>\$12,300</b>		<b>\$11,000</b>	<b>\$33,200</b>

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>Program 1</b>	<b>Program 2</b>	<b>Program 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
<b>F. TRAVEL COSTS</b>						
<b>GASOLINE &amp; OIL</b>			\$4,000		\$1,000	\$5,000
<b>VEHICLE REPAIR</b>			\$7,000		\$3,000	\$10,000
<b>VEHICLE LICENSE</b>			\$900		\$300	\$1,200
<b>VEHICLE INSURANCE</b>			\$3,500		\$1,000	\$4,500
<b>OTHER</b>						
<b>MILEAGE REIMBURSE.@ PER MILE</b>						
<b>CONFERENCES &amp; MEETINGS, ETC.</b>			\$300		\$300	\$600
<b>PURCHASED TRANSPORTATION</b>						
<b>TOTAL TRAVEL COSTS</b>			<b>\$15,700</b>		<b>\$5,600</b>	<b>\$21,300</b>
<b>G. INSURANCE COSTS</b>						
<b>LIABILITY</b>	\$100	\$1,200	\$2,000		\$1,000	\$4,300
<b>PROPERTY</b>	\$100	\$1,300	\$6,000		\$1,000	\$8,400
<b>ACCIDENT</b>		\$1,000	\$1,000		\$1,000	\$3,000
<b>OTHER</b>						
<b>TOTAL INSURANCE COSTS</b>	<b>\$100</b>	<b>\$3,500</b>	<b>\$9,000</b>		<b>\$3,000</b>	<b>\$15,600</b>

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>Program 1</b>	<b>Program 2</b>	<b>Program 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SERV</b>	<b>TOTAL EXPENSE</b>
<b>H. EQUIPMENT COSTS</b>						
<b>SMALL EQUIPMENT</b> (items costing under \$5,000.00, which are to be purchased during budget period should be listed)	\$1,000	\$3,000	\$4,000		\$2,000	\$10,000
<b>TOTAL SMALL EQUIPMENT COSTS</b>	<b>\$1,000</b>	<b>\$3,000</b>	<b>\$4,000</b>		<b>\$2,000</b>	<b>\$10,000</b>
<b>EQUIPMENT MAINTENANCE &amp; REPAIR (DETAIL)</b>						
Service Maintenance Agreement			\$600		\$100	\$700
<b>TOTAL EQUIPMENT &amp; REPAIR</b>			<b>\$600</b>		<b>\$100</b>	<b>\$700</b>
<b>EQUIPMENT LEASE COSTS (DETAIL)</b>						
<b>TOTAL LEASE COSTS</b>						
<b>TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS</b> (detail on page 7)	<b>\$470.75</b>	<b>\$470.75</b>	<b>\$470.75</b>		<b>\$470.75</b>	<b>\$1,883</b>
<b>TOTAL EQUIPMENT COSTS</b>	<b>\$1,470.75</b>	<b>\$3,470.75</b>	<b>\$5,070.75</b>		<b>\$2,570.75</b>	<b>\$12,583</b>

## LARGE EQUIPMENT DEPRECIATION COSTS

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

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
Super Computer	Used	02/01/05	\$7,000	\$1,500	\$5,500	10 years	\$550	100%	\$550	All three (3) programs
Large Copier	New	02/01/08	\$9,000	\$1,000	\$8,000	6 years	\$1,333	100%	\$1,333	All three (3) programs

**Note\*\*** Example utilized the straight line depreciation formula. The actual cost of the item less the salvage value (value of item after years of productivity) divided by the useful life (based on GAAP standards).

<b><u>EXPENSES BY PROGRAM SERVICES</u></b>	<b>Program 1</b>	<b>Program 2</b>	<b>Program 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
<b>I. MISCELLANEOUS COSTS</b>						
Subscription Fees					\$500	\$500
Business Membership Dues					\$1,200	\$1,200
Banking Fees					\$1,000	\$1,000
<b>TOTAL MISCELLANEOUS COSTS</b>					<b>\$2,700</b>	<b>\$2,700</b>
<b>TOTAL OF ALL EXPENSES</b>	<b>\$105,536.05</b>	<b>\$157,540.05</b>	<b>\$220,976.05</b>	<b>\$50,215.86</b>	<b>\$153,436.05</b>	<b>\$687,704.06</b>
<b>J. PROFIT MARGIN</b> (For profit entities only- indicate the amount)						

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b><u>REVENUES BY PROGRAM SERVICES</u></b>	<b>Program 1</b>	<b>Program 2</b>	<b>Program 3</b>	<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL REVENUES</b>
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
<b>Hamilton County</b>		\$100,000	\$165,000		\$100,000	\$365,000
<b>Clermont County</b>	\$5,0000	\$50,000	\$220,000		\$50,000	\$325,000
<b>B. OTHER FUNDING</b>						
FEES FROM CLIENTS						
CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount)						
AWARDS & GRANTS						
OTHER (specify)						
<b>TOTAL REVENUE</b>	<b>\$5,000</b>	<b>\$150,000</b>	<b>\$385,000</b>		<b>\$150,000</b>	<b>\$690,000</b>

EXPLANATION OF ANY ITEMS ABOVE: \_\_\_\_\_

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## REGISTRATION FORM

**RFP: SC1409-R, Intensive Family Intervention/Restoration Services, December, 2009**

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

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

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

By faxing this completed page to the HCJFS Contract Services you will be registering your company's interest in this RFP, attendance at the pre-proposal conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

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

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

**Please fax this completed page to HCJFS Contract Services at (513) 946- 2384.**



**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	

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

**NOTES:**

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

Item	Comments	Date Rec'd.	Date Complete
<b>1. Other Provider certifications, i.e., Medicaid, JACHO, COA, etc.</b>			
<b>2. Reviewed and accepted:</b>			
a. most recent annual indep. audit or comparable financial documents;.			
b. audit management letters, is applicable;			
c. SAS61 (auditor's communication to the board's audit committee), if applicable;			
d. most recent 990 and Schedule A;			
e. most recent federal income tax return;			
f. written internal financial controls. For assistance in developing internal financial controls, providers can consult the standards issued by the General Accounting Office (GAO) in the booklet titled <i><b>Government Auditing Standards</b></i> . The information is also available on the GAO website at <a href="http://www.gao.gov/policy/guidance.htm">http://www.gao.gov/policy/guidance.htm</a>			
<b>3. Indicate Provider's filing status with the IRS</b>			
a. 501C3 (not-for-profit);			
b. sole proprietor;			
c. corporation (for profit);			
d. government agency;			
e. other (specify).			
<b>4. Received current copies of:</b>			
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.			
<b>5. Reviewed 3 of the last 12 months board minutes</b>			
<b>6. Reviewed accounting/record keeping system:</b>			
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?			
<b>7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:</b>			
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.			
<b>8. Transportation Issues (when applicable)</b>			
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.			
<b>9. Interior - Public Areas</b>			
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.			
<b>10. Contract Management Plan - review provider's written plan for contract management.</b>			
a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?			
b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?			
c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?			

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

**Additional comments/notes for Section B:**

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

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

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

**Additional comments/notes for Section C:**

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



# Hamilton County Department of Job and Family Services

## Provider Certification Process

(Revised 6/05)

### I. Overview

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

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

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

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

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

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

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

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

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

### **Section A. Program Identifying Information**

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

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

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

ITEM	EXPLANATION
1. Other Provider certifications	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management.
2. Reviewed and accepted: a. Most recent annual indep. audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls.	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <p>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.</p> <p>2. Do the attachments/exhibits indicate problems, recommendations, etc.?</p> <p>3. Does the audit management letter indicate a problem or areas that need improvement?</p> <p>4. Does the SAS61 indicate problems, concerns, etc.?</p> <p>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.</p> <p>6. Were taxes filed timely? If not, why? Were extensions requests done timely?</p> <p>7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <i><b>Government Auditing Standards</b></i>. The information is also available on the GAO website at: <b><a href="http://www/gao.gov/policy/guidance.htm">http://www/gao.gov/policy/guidance.htm</a></b></p>
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).	The filing status is important because of filing and tax conditions which are unique to each category.

<p>4. Received current copies of:</p> <ul style="list-style-type: none"> <li>a. Articles of Incorporation, if applicable;</li> <li>b. job descriptions for all staff in program budget;</li> <li>c. insurance with the correct amount, type of coverage and add'l. insureds listed;</li> <li>d. Worker's Compensation insurance;</li> <li>e. table of organization including advisory boards &amp; committees;</li> <li>f. service/attendance form, sign-in sheet, etc.</li> <li>g. contract service contingency plan, if applicable.</li> </ul>	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> <li>1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O.</li> <li>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.</li> <li>3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions.</li> <li>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.</li> <li>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?</li> </ol>
<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"> <li>a. financial record keeping method <ul style="list-style-type: none"> <li>1) is a separate account set up for our program?</li> <li>2) are invoices filed for easy reference?</li> </ul> </li> <li>b. cash or accrual system;</li> <li>c. revenue source during start-up period;</li> <li>d. ability to issue accurate and timely reports</li> <li>e. maintenance of client service records . <ul style="list-style-type: none"> <li>1) method for documenting client service;</li> <li>2) method for compiling data for reports;</li> <li>3) method for tracking performance indicators;</li> </ul> </li> <li>f. how will the Provider manage cash flow during the first 3 months of the contract?</li> </ul>	<ul style="list-style-type: none"> <li>1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account.</li> <li>2. Determine how financial invoices will be filed. Is this adequate for audit purposes?</li> <li>3. Identify the accounting system used - cash vs accrual. This is important in an audit for determining how expenses and revenues are reported.</li> <li>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.</li> <li>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?</li> <li>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?</li> <li>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.</li> </ul>
<p>7. When applicable, review personnel files for proof of required documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. current professional license/certification;</li> <li>b. driver's license with &lt; 5 points;</li> <li>c. proof of car insurance;</li> <li>d. police/BCII check completed within the last 12 mons.</li> </ul>	<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"> <li>a. is public transportation readily available?</li> <li>b. how far from the program site is the public transportation stop?</li> <li>c. indicate the type of available parking facilities: <ul style="list-style-type: none"> <li>1) private lot;</li> <li>2) municipal/public lot;</li> <li>3) on-street parking;</li> <li>4) client/staff pay to park.</li> </ul> </li> </ul>	<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"> <li>a. indicate general impression of appearance- cleanliness, neatness, safety, etc.</li> <li>b. is facility handicapped accessible?</li> <li>c. are bathrooms handicapped accessible?</li> <li>d. does facility design ensure client confidentiality?</li> <li>e. is the facility adequate for our program?</li> <li>f. ask provider if a negative building safety report has been issued by the fire department.</li> </ul>	<p>Purchased services are to be provided in an appropriate setting and accessible to all referred clients. This area is subjective and open to interpretation. The question to ask yourself is if you'd feel comfortable referring a client to this location. The fire department only issues a report when there are building safety issues. Ask to see any negative safety report and, if any, ask for proof of compliance - repair invoices, etc. Calls can be made to the fire department if the status is in doubt.</p>
<p>10. Contract Management Plan - review provider's written plan for contract management.</p> <ul style="list-style-type: none"> <li>a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?</li> <li>b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?</li> <li>c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?</li> <li>d. what is provider's plan for conducting self-reviews to ensure contract compliance?</li> <li>e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing?</li> <li>f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS?</li> <li>g. what is provider's plan for monitoring contract utilization?</li> </ul>	<p>The purpose of the plan is to ensure the provider is fully aware of the contractual obligations and has a pro-active plan for managing the various contract components. At a minimum, the provider's written plan must address these seven (7) areas.</p>

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

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff is aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following must be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records.	<p>1. Does the agency have a Quality Improvement program?</p> <p>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?</p> <p>3. Is there a client satisfaction mechanism in place?</p> <p>4. How are client contacts, referrals, service delivery measured and tracked?</p> <p>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?</p> <p>6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making?</p> <p>7. Grievance process available - easily accessible to clients. Process for tracking and reporting individual and aggregate data on grievances?</p> <p>8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues?</p> <p>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?</p>





ATTACHMENT G

**Declaration of Property Tax Delinquency**  
(ORC 5719.042)

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

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

**State of Ohio**  
**County of Hamilton**

Before me, a notary public in and for said County, personally appeared  
\_\_\_\_\_, authorized signatory for the Proposing Organization,  
who acknowledges that he/she has read the foregoing and that the information provided  
therein is true to the best of his/her knowledge and belief.

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

\_\_\_\_\_  
Notary Public

ATTACHMENT H

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			

## ATTACHMENT H

### 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



**Main Office:** 222 East Central Parkway • Cincinnati, Ohio 45202-1225  
**Neighborhood Center:** 237 Wm. Howard Taft • Cincinnati, Ohio 45219  
**General Information:** (513) 946-1000  
**General Information TDD:** (513) 946-1295  
**FAX:** (513) 946-2250  
[www.hcjfs.org](http://www.hcjfs.org)  
[www.hcadopt.org](http://www.hcadopt.org)  
[www.hcfoster.org](http://www.hcfoster.org)

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

#### RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

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

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

#### NOW THEREFORE

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### A. Criminal Record Check

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