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**REQUEST FOR PROPOSALS
FOR
NON-EMERGENCY TRANSPORTATION SERVICES
FOR HAMILTON COUNTY JOB & FAMILY SERVICES
CHILDREN'S SERVICES CHILDREN
TO AND FROM MEDICAL, DENTAL AND THERAPY
APPOINTMENTS**

Bid # RFP 08-006

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(June, 2008)

RFP Conference: June 23, 2008 9:00 a.m.

Location: Hamilton County Job and Family Services

222 East Central Parkway

6thFloor – Conference Room 6SE601

Cincinnati, Ohio 45202

Due Date for Proposal Registration: August 4, 2008

Due Date for Proposal Submission: August 11, 2008

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**REQUEST FOR PROPOSAL (RFP)
FOR
NON-EMERGENCY TRANSPORTATION SERVICES FOR
HAMILTON COUNTY JOB & FAMILY SERVICES (HCJFS)
CHILDREN’S SERVICES CHILDREN TO AND FROM
MEDICAL, DENTAL AND THERAPY APPOINTMENTS**

MISSION STATEMENT

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

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals for the delivery of transportation services to and from Medicaid eligible Providers which include medical, therapy, and dental appointments, for unaccompanied children who are Medicaid eligible and active with HCJFS Children’s Services. The selected Provider must also provide a designated employee when requested by HCJFS to physically accompany the children to and from the Medicaid Provider, and deliver them to a pre-authorized adult. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple Providers and to award contracts for any part or all of the services proposed.

The goal of this service is to provide safe, timely, effective non-emergency transportation and a designated employee to accompany children to and from treatment locations, homes, schools, and child care. In order to maintain a protected and secure environment during said transport, either the driver or a designated employee shall be able to hand carry infants when needed and physically accompany children able to walk from the pre-authorized adult at the pick up location to the vehicle, then from the vehicle to the Medicaid Provider and wait with the child until the Children’s Services worker or Medicaid Provider is ready to receive the child for the appointment. The driver and/or designated employee

must then return to pick up the child at the end of the appointment and deliver the child to a pre-authorized adult. Provider will be required to maintain full accountability of children being served. The employees of the Provider shall be sensitive to the care and needs of the children. A protected and secure environment must be maintained at all times.

HCJFS' goals are to work with Provider(s) who are able to meet the entire continuum of services.

1.2 Scope of Service

The selected Provider(s) shall be responsible for round trip transportation and physically accompany the unaccompanied children ages birth to eighteen (18) years old who are Medicaid eligible and active with HCJFS Children's Services to Medicaid eligible Providers for services such as dental, therapy and any medical appointments. Provider shall have available driver and/or designated employee who shall physically accompany each eligible Medicaid child to and from all Medicaid eligible Providers. Children from the same family riding to and from appointments together shall have only one designated employee to each eligible Medicaid child to and from all Medicaid eligible Providers. Children from the same family riding to and from appointments together shall have only one designated employee to accompany them to and from the appointment. This includes physically assuming responsibility at the designated pick up point and accompanying unaccompanied children to point of release for appointments with an authorized Provider as well as maintaining complete awareness and vigilance of child activity. Once the child has arrived at designated appointment the designated employee is to release child to pre-authorized adults, therapists, medical personnel or social workers at designated appointment location. Upon appointment completion the Provider will be required to pick-up child for transport, accompany child from the appointment location, return the child to designated drop off location and release the child to the pre-authorized adult.

Provider shall provide service to all geographic areas in Hamilton County and the local Tri-State region (Southeast Indiana, Northern Kentucky, and Southwest Ohio). Occasionally the Provider shall provide transports outside of the local Tri-State region within one-hundred and twenty-five (125) mile radius.

Provider shall be able to invoice Non Emergency Transportation (NET) services per base Unit Rate. The base Unit Rate is defined as per leg (one way), which must include the cost of the leg, the cost of use of the employee monitor.

1.2.1 Population

The following data is provided for planning purposes only. HCJFS does not guarantee the current service level will increase, decrease or remain the same. It is anticipated that HCJFS will procure services for approximately fifty (50) children, ages birth through 18 years old, Medicaid eligible and active with HCJFS Children’s Services.

1.2.2 Service Numbers

From February 2007 through February 2008, HCJFS Children’s Services provided at any point in time an average of 482 one way transports per month. This is background information only and actual volume may change from year to year.

Children’s Services Medical/Therapy/Dental Transport History	
Month	Legs per Month
Feb '07	508
Mar '07	605
Apr '07	496
May '07	508
Jun '07	560
Jul '07	388
Aug '07	432
Sep '07	455
Oct '07	412
Nov '07	488
Dec '07	555
Jan '08	392
Feb '08	468

1.2.3 Service Components

Provider must warrant that they will meet the following requirements for transportation to and from Medicaid eligible appointments e.g., therapy, medical, and dental of **unaccompanied** children active with HCJFS Children's Services:

1. Provider shall have experience with and be equipped to transport children with medical and psychiatric impairments.
2. Provider shall notify pre-authorized adults of times for pick up of children from home, school, or child care, and drop off to home, school, or child care. Pick up and drop off times must be scheduled in such a manner so that:
 - a) Transported children should be dropped off to all appointments punctually.
 - b) For dental and therapy appointments the child is delivered to the Medical Provider's location. The child shall be accompanied by driver/designated employee inside the building by the designated employee, and taken to the Provider's office. The designated employee shall sign the child in at the time of arrival, and shall remain in the Provider's office for the duration of the appointment. Once the child has been released from the Medical Provider, the designated employee shall accompany the child back to the vehicle for the return trip to the pre-authorized adult.
 - c) For medical appointments only, the child is handed over to the social worker, or the pre-authorized adult, who is scheduled to attend the medical appointment. At the conclusion of the appointment, the social worker or pre-authorized adult will contact the Provider to return for pick up of the child. The Provider shall return to pick up the child and receive the child from the social worker or pre-authorized adult within twenty (20) minutes of the call for the return transport.
3. Because of the nature of this service there may be times when the following scenarios will occur and proper action to be taken :

a) **Pre-Authorized Adult Not Present for Drop off at Medical Provider:**

Pre-authorized adult (person authorized by HCJFS social worker for pick up and drop off) is not present at the time of the drop off at the Medical Provider's location.

- i. If the social worker or pre-authorized adult is not present at the drop off location, the Provider shall call the social worker to determine to what location the child should be dropped off. If the social worker cannot be reached, the social worker's supervisor is to be called for this information. Provider shall follow the direction of the social worker or social worker's supervisor, Provider should wait fifteen (15) minutes for the arrival of the pre-authorized adult. If this adult fails to appear, Provider shall bring the child to 241-KIDS HCJFS, 222 East Central Parkway, Cincinnati, Ohio 45202. Provider shall give HCJFS 241-KIDS advanced notice by calling 241-KIDS prior to bringing the child to HCJFS along with the name, address and telephone numbers of the intended pre-authorized adult, social worker and the social worker's supervisor's names and phone numbers Provider attempted to reach.

b) **Child not available for pick up:**

- i. Provider has contacted the pre-authorized adult and verified that the child is to be picked up, but the child is not accompanied to the vehicle by the pre-authorized adult. Provider shall attempt to contact the pre-authorized adult. If the pre-authorized adult does not answer and does not deliver the child to the vehicle, Provider shall attempt to contact the social worker to advise the social worker of the situation. If the social worker cannot be reached, the social worker's supervisor is to be called and informed of the situation. Provider shall not wait any longer than fifteen (15) minutes after arrival for the child to be available to accompany to vehicle or for a response from either the pre-authorized adult, social worker, or social worker's supervisor.

c) **Pre-authorized adult not available for drop off:**

The pre-authorized adult is not available when the child returns to the pick up location for drop off after the medical appointment,

- i. Provider shall first attempt to reach the pre-authorized adult. If the pre-authorized adult cannot be reached, Provider shall call the social worker to determine to what location the child should be delivered. If the social worker cannot be reached, the social worker's supervisor is to be called for this information. Provider shall follow the direction of the social worker or social worker's supervisor. If the Provider cannot reach the social worker or the social worker's supervisor, the Provider shall wait fifteen (15) minutes for a return phone call or for the pre-authorized adult to arrive to pick up the child. If after fifteen (15) minutes the pre-authorized adult fails to appear, or the Provider has not reached the social worker or social worker's supervisor, the Provider shall bring the child to 241-Kids HCJFS, 222 East Central Parkway, Cincinnati, OH 45202. The Provider shall give HCJFS 241-KIDS advanced notice by calling 241-KIDS prior to bringing the child to HCJFS along with the name, address, and telephone numbers of the pre-authorized adult, the social worker, and the social worker's supervisor's names and phone numbers the Provider attempted to reach.

4. The Provider shall have experience in transporting children in wheelchairs, who are able to transfer from wheelchair to vehicle.
5. The Provider shall have access to and utilize screened vehicles, upon request from HCJFS, for children who presents severe behavioral problems (presenting risk to self, others, or vehicle).

6. The Provider shall have a program manager to ensure the following:
 - a) Dedicate personnel to answer the toll free telephone number Twenty-four (24) hours per day, seven (7) days per week.
 - b) Dedicate an employee to respond to emergencies occurring during transport and communicate emergency information to the HCJFS' Non-Emergency Transportation (NET) Coordinator and pre-authorized adult. The dedicated employee can be stationary or have access to a cell phone.
 - c) Dedicate an employee to respond to HCJFS' questions regarding invoices.
 - d) Dedicate an employee on a weekly basis, to submit to HCJFS daily attendance sheets, indicating the actual pick up and drop off times of each child. Daily attendance sheets shall also note any child who was scheduled but not transported and the reason the child was not transported.
 - e) Provide a toll free telephone or cellular telephone number accessible twenty-four (24) hours per day, seven (7) days per week.
 - f) Provide an additional designated employee at the request of HCJFS. There should be one designated employee for each child transported, unless there are siblings within the same household riding to appointments together. In this case, there should be one monitor per transport.

7. The Provider shall be properly licensed to provide such services as requested in this RFP.

8. The Provider shall be available to provide services year round with delivery to a pre-authorized adult however, the majority of transports shall occur from 7:00 a.m. through 9:00 p.m., Monday thru Friday. Suspension of service due to bad weather will follow Children's Services Manual 2.07, Inclement Winter Weather (**Attachment K**). Most services delivered shall be weekly however, pick up and drop off specifics shall change, based on the school calendar and placement changes of the child.

9. The Provider is required to receive and process HCJFS transportation authorization orders and to submit invoice details via standard text files (.TXT) in the HCJFS prescribed file layout formats. The Provider must supply internet access,

networking, computer hardware and software technology necessary to receive, process and submit HCJFS prescribed text files using a secure (encrypted) file transfer method. The preferred file transfer method is to receive and to submit files via HCJFS' SSH Secure FTP server. The Provider may propose a comparable file transfer method for evaluation by HCJFS based on compatibility, cost, efficiency and ability to secure (encrypt) data.

10. The Provider shall be available to meet monthly, on a scheduled and unscheduled basis, with HCJFS' staff to facilitate HCJFS' staff monitoring of contract performance, compliance, and program practices.
11. When providing services to HCJFS' children, the Provider shall provide transportation services exclusively to HCJFS Children's Services children in any given vehicle and shall not combine trips with non-sibling children or persons from other sources.
12. Random inspections of vehicles shall be completed by HCJFS staff. The Provider shall be graded according to - **Children's Services Transportation Report Card (Attachment I)**. The Provider shall permit inspections and allow HCJFS designated staff to ride in vehicles while in operation. Inspections shall be unannounced.
13. HCJFS reserves the right to add/delete to the resulting contract any and all transportation services currently offered or that will be offered. Children's Services transportation services shall be provided at the request and authorization of HCJFS, for transportation to Medicaid Providers who provide medical, dental, and therapy appointments. The authorization will be made electronically and encrypted to the Provider, who shall then provide the service.
 - a) Most authorizations shall be made a minimum of two days prior to the trip-start date.
 - b) Based on medical need, some authorizations shall be made a minimum of twenty-four (24) hours prior to the trip time.

14. If Medicaid Providers, pre-authorized adults or child care providers are uncooperative, the situation shall be reported to the NET Fiscal Coordinator immediately. Any problems which cause concern for HCJFS' children or Provider's employees' safety shall be reported to the NET Fiscal Coordinator and the NET Program Coordinator immediately. Suspected neglect or abuse of children shall be reported to the NET Fiscal Coordinator or 241-KIDS immediately.

Vehicles:

15. Vehicles shall be smoke free.
16. Based on the ages of the children transported, the Provider shall have vehicles equipped with car seats for children four (4) years of age or younger, children weighing eighty (80) pounds or less with booster seats and seat belts for all other children, as required by the Ohio Revised Code and Children's Services Manual 15.01, Transporting Children – **(Attachment J)**. The Provider shall provide training (at their own expense) on car seat law, installation, and safe use. The training should also include routine inspections for damages, defects, and out of date car seats.
17. All vehicles used shall conform to, be equipped, maintained, and inspected as required by all federal, state, and local laws and regulations of agencies governing vehicles use for the transportation of children. These include but are not limited to Ohio Revised Code Chapter 45 Section 4501 and 4511.81, Ohio Administrative Code 4501-37.
18. HCJFS shall receive, within five (5) business days of request, the identification number, Ohio highway patrol inspection and report, the daily pre-trip inspection log, and maintenance schedule for each vehicle used at any time to fulfill this contract.
19. All vehicles used shall be maintained in a safe operating condition. At a minimum the interior and exterior of each vehicle shall be cleaned weekly. For the purpose of

responding quickly to emergency situations, Provider agrees to equip each vehicle with a first aid kit, and a blood borne pathogen kit.

Employees:

20. The Provider providing the transportation services directly, shall ensure that any employee who will have direct contact with HCJFS' children who are being transported under the terms of this contract meet the following qualifications:
- a) All new Provider employees who will come into contact with HCJFS children will have information on job application verified. Verification will include references and work history information.
 - b) All present and new Provider employees who will come into contact with HCJFS children will have criminal record checks completed and documented. The record check will include a criminal record check and fingerprint check conducted by the Hamilton County Sheriff's Department. If the employee's work history and previous residential locations indicate similar checks outside of Hamilton County are appropriate, the Provider will complete and document such criminal record checks also. All employees who will be operating a vehicle while a HCJFS child is a passenger will have a Bureau of Motor Vehicles transcript.
 - c) Provider's employees who have been convicted of or plead guilty to any of the laws contained in the Ohio Revised Code Section 5153.111(B) (1) or Section 2919.24 may not come into contact with HCJFS children. Employees will not operate a vehicle with a HCJFS child as a passenger if (1.) the employee has a condition which would affect safe operation of a motor vehicle, (2.) the employee has six (6) or more points on his or her drivers license, or (3.) the employee has been convicted of driving while under the influence of alcohol or drugs.
 - d) Provider's employees who will operate a vehicle with an HCJFS Children's Services' child as a passenger will have the following qualifications: a commercial driver's license, training that meets or exceeds the minimum requirements of the Ohio Department of Education's "Pupil Operation and

Safety Rules”, including emergency evacuation and drills, some experience driving children or supervised on the job training by the Provider until competency is assured, as required by the type of vehicle being driven.

- e) Provider’s employees who will be used solely to physically accompany children on a vehicle and will never operate the vehicle will be at least eighteen (18) years of age and have employment or volunteer history that demonstrates ability, maturity, and sensitivity to care for abused and neglected children. Provider’s employees who have been convicted of or plead guilty to any of the laws contained in the Ohio Revised Code Section 5153.111(B) (1) or Section 2919.24 may not come into contact with HCJFS children. Provider’s employees will be trained in emergency evacuation procedures and drills at the expense of the Provider.
- f) HCJFS may request that the Provider not use an employee or prospective employee as a driver or transportation monitor based on confidential information known to HCJFS. To this end, the Provider must provide to HCJFS the name and social security number of all individuals having direct contact with HCJFS’ children prior to providing transportation services. The Provider will not use an employee or prospective employee as a driver or transportation monitor unless approved by HCJFS.
- g) Provider and subcontractor(s) at their own expense are expected to have an extensive training program that is to include but not limited to: safety training, behavioral management of children with disabilities, and medical emergencies.
- h) Provider shall be responsible to have services available for Limited English Proficiency (LEP) customers. See section 5.5 on Non-Discrimination In The Performance of Services of this RFP for further information.

Record Retention:

- 21. Provider must retain for a minimum of three (3) years after continuous closure with audit the following; Financial, programmatic, statistical, customer records and supporting documents.

2.0 Provider Proposal

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

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

Each Provider must complete the Cover Sheet, (**Attachment A**), and include such in its proposal. The Cover Sheet must be signed by an authorized representative, Chief Financial Officer 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. Any and all unsigned proposals will be rejected.

The Cover Sheet must also include the proposed total cost and include unit rate(s) for service Provider is proposing for contract term. The total cost and unit rate(s) must be supported by the budget.

2.2 Service and Business Deliverables

Providers 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

1. Please describe how you will be providing the service identified in the Scope of Service. Include details about the type of vehicles to be utilized and number of staff that will be necessary.
2. Describe the geographic area in which you have the capabilities to transport. Include how you will accommodate rare transportation that may be needed outside the local Tri-State region within one-hundred and twenty-five (125) mile radius?
3. Describe in detail your employee training program.
4. Describe in detail how you will ensure you are providing the most cost efficient service while addressing the children's medical condition and timeliness concerns.
5. Describe your effective complaint and resolution system.
6. Describe the type and number of vehicles you will be using and your vehicle maintenance policy.
7. Provide an example of how you would respond to emergencies, and communicate emergency information to HCJFS Transportation management and pre-authorized adults.
8. Please state how many of the following you have available for use: car seats for children four (4) years of age or younger, booster seats for children weighing eighty

(80) pounds or less and seat belts for all other children, as required by the Ohio Revised Code (ORC 4511.81).

9. Provide a detail description on how you would propose to notify the pre-authorized adult that the driver is in route, so that the he or she can prepare to release or receive the child to/from the monitor.
10. Provide a description of your company's computer software to route trips.
11. Please describe in detail the duties of all personnel associated with providing the services contained in this RFP.
12. Describe your plan to transport children who must be transported on holidays and inclement weather days.
13. Please state that you are willing to abide by the HCJFS Inclement Weather Policy as described in Section 1.2.2(9).
14. Please describe your computer programming capabilities to electronically receive from and submit files to HCJFS and ability to encrypt files that are sent to HCJFS as specified in Section 1.2.3(9)
15. Please describe in detail how you calculated the base unit rate including the cost of the designated employees.
16. Providers shall identify the cost per gallon of fuel component (base fuel cost) that was used in determining the unit rate contained in your proposal.

2.2.2 System and Fiscal Administration Components

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

1. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
2. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
3. Providers 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.
4. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
5. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
6. Job Descriptions - For all positions in the program budget including positions not currently filled. The employees shall have experience with providing transportation service to children.
7. Weekly Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: name of child transported, date of transport, actual pick up and drop off times of each child, authorized adult signature, signature of driver, and signature of monitor Daily attendance sheets shall also note any child who was scheduled but not transported and the reason the child was not transported.
8. 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.

9. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

Please provide the following attached only to the original proposal:

1. 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.
2. Annual Report - A copy of Provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.
3. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.
4. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past ten (10) years including, but not limited to Corrective Action Plans, temporary licenses or revocations.
5. Provide a description of your organization's employee screening and clearance policy.
6. Describe training, supervision, and support provided to staff.

2.3 Budget and Cost Considerations

1. HCJFS anticipates services will begin no later than November 1, 2008 and will continue through December 31, 2009. Provider must submit a Budget and a calculation of the **Unit Rate** for the entire contract term of fourteen (14) months and that Provider understands will be used to compensate Provider for services provided. Budget and Unit Rate must be submitted in the form provided as **Attachment C**.
2. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited to provision of the services as described in section 1.2.2.

All revenue sources available to Provider to serve customers 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.

The Unit Rate for the entire contract term must be listed on the Cover sheet, **Attachment A**.

3. Any Provider fuel surcharge for actual fuel costs that exceed the base fuel cost per gallon shall be reimbursed monthly. Provider will supply to HCJFS an invoice, no later than 30 days following the end of each service month, along with the following documentation: Vendor' Non Emergency Transportation (NET) Program fuel invoices for the month which will detail, at a minimum, Provider's total charges for fuel used for NET services, actual cost per gallon paid, and all supporting data detailing the calculation of the amount for fuel surcharge being invoiced.
4. There shall be no recompense for siblings riding together or no shows.
5. Provider must submit a detailed budget narrative which demonstrates the costs and their relationship to proposed services for the total cost for the entire contract period

of fourteen (14) months. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget.

6. Provider must warrant and represent the Budget is based upon current financial information.
7. All revenue sources available to Provider to serve children identified in the Scope of Service 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.
8. 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.
9. For the purposes of this RFP, “**unallowable**” program costs include:
 - a) 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;
 - b) bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - c) contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - d) contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 - e) entertainment costs for amusements, social activities and related costs for staff only;
 - f) costs of alcoholic beverages;
 - g) goods or services for personal use;
 - h) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;

- i) gains and losses on disposition or impairment of depreciable or capital assets;
- j) cost of depreciation on idle facilities, except when necessary to meet Contract demands;
- k) 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);
- l) losses on other contracts';
- m) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
- n) costs related to legal and other proceedings;
- o) goodwill;
- p) asset valuations resulting from business combinations;
- q) legislative lobbying costs;
- r) cost of organized fund raising;
- s) cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
- t) 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;
- u) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- v) cost of insurance on the life of any officer or employee for which the facility is beneficiary;
- w) major losses incurred through the lack of available insurance coverage; and
- x) cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

2.4 Customer References

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

1. Company name;
2. Address;
3. Phone number;
4. Fax number;
5. Contact person;
6. Nature of relationship and service performed; and,
7. 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 program and business personnel (i.e. agency director, program director, CFO, and any administrators) who will be working with the program, please submit resumes with the following:

1. Proposed role;
2. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
3. Work history; and
4. 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	June 13, 2008
RFP Conference	June 23, 2008 9:00 a.m.
Deadline for Receiving Final RFP Questions	June 24, 2008 3:00 p.m.
Deadline for Issuing Final RFP Answers	July 2, 2008 3:00 p.m.
Deadline to Register for the RFP Process	August 4, 2008 3:00 p.m.
Deadline for Proposals Received by HCJFS Contact Person	August 11, 2008 11:00 a.m.
Proposal Review Completed	August 14, 2008

3.2 HCJFS Contact Person

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

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

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS August 4, 2008.

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

3.4 RFP Conference

The RFP Conference will take place at ***the Hamilton County Job & Family Services, 222 E. Central Parkway, Cincinnati, Ohio 45202, 6th Floor, Room 6SE201, on Monday, June 23, 2008, 9:00 a.m.***

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

1. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
2. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or RFP process to the HCJFS Contact Person.
3. No questions will be accepted after **June 24, 2008, by 3:00 p.m.** The final responses will be faxed or e-mailed on **July 2, 2008 by 3:00 p.m.**
4. Only Providers who register on or before **August 4, 2008 by 3:00 p.m.** for the RFP will receive copies of questions and answers.
5. The answers issued in response to such Provider questions become part of the RFP.

3.5 Prohibited Contacts

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

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

1. Public officials;
2. Any HCJFS employees, except for the HCJFS contact person.

Examples of unauthorized communications are:

1. Prior to the award being made, telephone calls, letters and faxes regarding the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2;
2. Visits in person or through a third party attempting to obtain information regarding the RFP; and
3. 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 Conference, Section 3.4, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to **June 24, 2008** 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 **July 2, 2008** by issuance of one or more addenda to all parties who registered for the RFP Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addendas to the RFP will be posted to <http://www.hcjfs.hamilton-co.org> and <http://www.rfpdepot.com>

3.9 Availability of Funds

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

4.0 Submission of Proposal

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

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

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

issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

1. award a contract for one or more of the proposed services;
2. award a contract for the entire list of proposed services;
3. reject any proposal, or any part thereof; and
4. waive any informality in the proposals.

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

4.6 Evaluation and Award of Agreement

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by **11:00 a.m. on August 11, 2008** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP.

Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

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

- a) Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on August 11, 2008** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- b) Signed and Completed Cover Sheet, Section 2.1;
- c) Responses to Program Components, Section 2.2.1;
- d) Responses to System and Fiscal Administration Components, Section 2.2.2;
- e) Completed Budget and Narrative, Section 2.3;
- f) Three (3) Customer References, Section 2.4;
- g) Personnel Qualifications, Section 2.5; and
- h) RFP Registration.

Stage 2. Evaluation Committee Review

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

Does Not Meet Requirements	A particular RFP requirement was not addressed in the Provider’s proposal. (Rating: 0%)
Partially Meets Requirements	Provider’s proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level. (Rating: 25%)
Meets Requirements	Provider fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. (Rating: 75%)
Exceeds Requirements	Provider’s proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations. (Rating: 100%)

Stage 3 Other Materials

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

- a) Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;
- b) Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- c) Site visits will be conducted for all 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, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 44% of the total evaluation score.
- b) System Evaluation including responses to Section 2.2.2 System and Fiscal Administration Components are worth 16% of the total evaluation score.
- c) Fiscal Evaluation including responses to Section 2.3 Budget and Cost Considerations including Cost and Price Analysis are worth 20% of the total evaluation score.
- d) Section 4.6. Stage 3, Other Materials considered is worth 20% 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, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 64% of the total evaluation score.
- b) System Evaluation including responses to Section 2.2.2 System and Fiscal Administration Components are worth 16% of the total evaluation score.
- c) Fiscal Evaluation, including responses to Section 2.3 Budget and Cost Considerations including Cost and Price Analysis are worth 20% of the total evaluation score.

4.7 Proposal Selection

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

- a) All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement.
- b) Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- c) HCJFS will work with selected Provider(s) to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- d) If HCJFS and Provider are able to successfully finalize an agreement, the BOCC may award a contract.
- e) If HCJFS and Provider are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Provider. In such event, HCJFS

reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

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

4.9 Provider Certification Process

For the selected Provider(s), the Provider Certification process, **Attachment D**, will be completed prior to contract signing. 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 certification or accreditation 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

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

5.3 Contract Period, Funding & Invoicing

A contract will be written for the initial term of fourteen (14) months. 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.

1. Payment shall be made to the Provider on a monthly basis, based on an accurately calculated invoice, after the invoice is approved by HCJFS' NET Fiscal Coordinator and NET Program Coordinator.
 - a) Provider shall send electronic and encrypted invoices, including all trips provided during the calendar month, to HCJFS prior to 30 days following said month.

2. The Provider shall invoice the NET Fiscal coordinator and NET Coordinator on a per leg (one-way) basis. There shall be no additional recompense for fuel costs, companions riding with children or no shows.
 - a) As an addendum to each invoice, the Provider shall include an unduplicated list of invoiced customers with their social security number.
 - b) Errors in the invoice shall cause the invoice payment to be delayed until the invoice is corrected.

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

5.4 Confidential Information

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

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

5.5 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 5101:9-02-05, 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 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

The Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella / excess insurance. Further, Provider agrees to procure and maintain for the duration of this Contract Workers' Compensation Insurance. The cost of all insurance shall be borne by the 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 Insurance Services Office Occurrence Form CG 00 01 10 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate.

B. Comprehensive Business Automobile liability insurance with combined single loss limits based on the following:

1. Motor vehicle with capacity of six (6) or less occupants, including operator, includes taxis and handicapped livery vehicles, as defined in City of Cincinnati Ordinance 407-29. Such motor vehicle shall have at least \$1,000,000 limit per accident.
2. Motor vehicle with capacity of greater than 6 occupants, including operator, but less than 15 occupants including operator, including Class A Limousine and Class B Limousine, as defined in City of Cincinnati Ordinance 407-1-L1. Such motor vehicle shall have at least \$5,000,000 limit per accident.
3. Motor vehicle with capacity of 15 occupants or greater, including operator. Such motor vehicle shall have at least \$5,000,000 limit per accident.
4. Coverage shall include all owned, hired and non-owned autos, vans and buses and provide coverage for Provider's liability to occupants and claimants. 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.

5. 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.
- 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 Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
 1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature
 - E. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code
 - F. The Provider further agrees with the following provisions:
 1. The insurance endorsement form and the certificate of insurance form will be sent to:

Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

- a. The endorsement form and the certificate of insurance shall state the following: “Board of County Commissioners of Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies.”
2. Each policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days’ prior written notice given to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd Floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
3. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. The Provider shall provide a financial

guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.

5. If the Provider provides insurance coverage under a “claims-made” basis, the 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 claims-made policy issued for a similar coverage while the Provider was under Contract with the County and HCJFS.
6. The Provider will require all insurance policies in any way related to the work and secured and maintained by the Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. The Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
7. The Provider, the County and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
8. The Provider’s insurance coverage shall be primary insurance with respect to the County, HCJFS, and their respective officials,

employees, agents and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of the Provider's insurance and shall not contribute to it.

9. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.
10. If any or all of the work or services contemplated by this Contract is subcontracted, the Provider will ensure that any and all subcontractors comply with all insurance requirements contained therein.

5.7 Declaration of Property Tax Delinquency

As part of the submitted proposal, Provider will include a **notarized** Declaration of Property Tax Delinquency form, **Attachment E**, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

5.8 Campaign Contribution Declaration

As part of the submitted proposal, Provider will include the applicable **notarized** Affidavit in

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

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

5.9 Terrorist Declaration

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

5.10 Other Program Requirements

Provider agrees to comply with the provisions of the OAC 5101:2-9 et seq., that relate to the operation, safety and maintenance of facilities. In particular, Provider agrees not to

maintain nor permit any person to bear any explosives, pyrotechnics, firearms, chemical weapons, or other similar devices or substances anywhere in or on the grounds of the facility.

As long as NET pre-authorizes transportation, the transportation must be provided with no additional compensation to the Provider for any unforeseen conditions.

**ATTACHMENT A
 PROPOSAL COVER SHEET FOR
 Non-Emergency Transportation Services for Hamilton County Job & Family Services
 Children's Services Children
 To and From Medical and Therapy Appointments
 Bid No: RFP 08-006**

Name of Provider : _____

Provider Address: _____
Include city, state and zip code

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

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

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

Person(s) authorized to negotiate with HCJFS:

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

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

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

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

Unit Rate for fourteen (14) Months 11/1/08 - 12/31/09
\$ _____

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

Signature - Authorized Representative **Title** **Date**

Signature – Financial Officer **Title** **Date**

++Please see back of form for checklist to verify everything required to be submitted is included.

Proposal Submission Checklist

For

Bid No: RFP 08-006

Please use the checklist below to ensure all items and actions necessary to have your proposal accepted are completed.

- _____ A) Registered for RFP Process on or before August 4, 2008 by 3:00 p.m.
- _____ B) Proposal is to be submitted by 11:00 a.m. on August 11, 2008
- _____ C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1
- _____ D) Responses to Program Components, Section 2.2.1 are included
- _____ E) Responses to System and Fiscal Administration components, Section 2.2.2 are included
- _____ F) Budget completed correctly, Section 2.3
- _____ G) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, Section 2.3
- _____ H) Three (3) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- _____ I) Personnel Qualifications are included, Section 2.5

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

PURCHASE OF SERVICE CONTRACT SAMPLE

This Contract is entered into on _____ by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter “County”) on behalf of the Hamilton County Department of Job and Family Services (Hereinafter “HCJFS”) and Name of Company or Agency, (Hereinafter “Provider”) doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 45202, whose telephone number is (513) xxx-xxxx, for the purchase of Non-Emergency Transportation Services for HCJFS Children’s Services Medicaid eligible Children To and From Medical and Therapy Appointments.

1. TERM

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

The total amount of this Contract can not exceed xxxxxxxxxx Dollars (\$x.xx)_over the Initial Term of this Contract.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to provide Non-Emergency Transportation Services (Hereinafter “Services”) to Consumers as described in Exhibit I Request for Proposal for Transportation Services (RFP #08-006) and Exhibit II – Provider’s Proposal for Transportation Services dated xxx, 20xx. For purposes of this Contract, a “Consumer” shall mean a Children’s Services Medicaid eligible Children.

3. ORDER OF PRECEDENCE

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:

- A. Exhibit I - The Request for Proposal; then,

- B. Exhibit II - Provider's Proposal.

4. CLIENT AUTHORIZATIONS

- A. Client Authorizations

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

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

5. REPORTS

- A. Required Documentation and Reporting

Records of all Service provided to all Consumers and all expenses incurred in relation to the provision of Services must be maintained.

- B. Additional Reports

HCJFS reserves the right to request additional reasonable reports related to the provision of Service at any time during the Contract period. HCJFS reserves the right to withhold payment until such time as the requested and required reports are received.

6. COMPENSATION

- A. Base Unit Rate Calculation

Provider has prepared a budget for the time period beginning _____ and ending _____, attached hereto and incorporated herein by reference as Exhibit III (the "Budget"), which Provider understands is a basis of calculation of the Base Unit Rate that will be used to compensate Provider for Services it provides under this Contract. Provider represents that such Budget is based upon current financial information and cost projections.

Provider warrants and represents that the following costs were not included in the Budget and that these costs will not be included in any invoice submitted for payment:

1. bad debt or losses arising from uncollectible accounts and other claims and related costs; bonding costs; contributions to a contingenc(ies)y reserve or any similar provision for unforeseen events;
2. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
3. entertainment costs for amusements, social activities and related costs for staff only;
4. costs of alcoholic beverages;
5. goods or services for personal use;
6. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
7. gains and losses on disposition or impairment of depreciable or capital assets;
8. cost of depreciation on idle facilities, except when necessary to meet contract demands;
9. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:2-47-25 of the Ohio Administrative Code;
10. losses on other contracts;
11. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
12. costs related to legal and other proceedings;
13. goodwill;
14. asset valuations resulting from business combinations;
15. legislative lobbying costs;
16. cost of organized fund raising;

17. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
18. 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;
19. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
20. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
21. major losses incurred through the lack of available insurance coverage; or,
22. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

B. Base Unit Rate When Fuel Cost Is Less Than xxx Dollars (\$x.xx) Per Gallon

HCJFS agrees to compensate the Provider xxxxxxxx Dollars and xxxxxx Cents (\$x.xx) (the “Base Unit Rate”) per one-way vehicle trip per Consumer (a “Trip”).

C. Quarterly Adjustment to Base Unit Rate Based Upon Actual Fuel Costs in Excess of \$x.xx per gallon

During the Initial Term or Renewal Period, Provider and HCJFS agree to quarterly reimburse the Provider’s actual fuel costs in excess of \$x.xx per gallon (the “Quarterly Actual Fuel Cost Adjustment”) in addition to the Base Unit Rate specified above.

Provider will supply to HCJFS no later than 30 days following the end of each service quarter, the following documentation: i) Provider’s Non Emergency Transportation Program fuel invoices for the quarter which will detail, at a minimum Provider’s total charges for fuel for HCJFS, ii) copies of subcontractor fuel surcharge invoices for fuel costs in excess of \$x.xx per gallon and iii) written summary setting forth the total number of Trips provided for HCJFS during that quarter. A quarter is defined as follows: First Quarter – January through March; Second Quarter – April through June; Third Quarter – July through September; Fourth Quarter – October through December.

HCJFS will reimburse Provider’s actual fuel cost in excess of \$x.xx per gallon for the quarter by totaling the charges set forth on the Provider’s Non Emergency Transportation Program fuel invoices for fuel costs in excess of \$x.xx per gallon

plus subcontractor fuel surcharge invoices for fuel costs in excess of \$x.xx per gallon

D. Profit Margin

Provider and HCJFS agree that the profit margin set forth in the Budget will not materially differ from that presented in the Budget for the Initial Term of the Contract, inclusive of any increases to the Base Unit Rate on a monthly and quarterly basis. To the extent Provider's profit margin materially differs from that presented in the Budget and industry standards for similar bus companies; the parties agree to negotiate any modification to the Budget in good faith. If a modified Budget cannot be agreed to by the parties after no less than a thirty (30) day period of good faith negotiations, either party may terminate this Contract with no less than sixty (60) days prior written notice. The parties recognize that the Services provided require a complex array of transportation services from non-emergency medical to regulated school transportation operation twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

7. BILLING AND PAYMENT

- A. Original invoices, sent via encrypted email, will be sent each month to HCJFS within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all Service provided during the service month on such invoice.
- B. Provider shall submit a separate invoice for each service month.
- C. Provider will indicate the purchase order, authorization number and Federal Taxpayer ID on all invoices submitted for payment.
- D. HCJFS will not make payment for any Service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than one-hundred and five (105) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is either received timely or is accurate.

- E. For invoices which are received timely but are not accurate, there will be no extension of the time limitation set forth in paragraph 8C for re-submission of an invoice unless such delay is caused by HCJFS.
- F. For accurate invoices that are received timely, HCJFS will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those Services for which Provider has complied with Section 4 – Client Authorizations.

8. AVAILABILITY AND RETENTION OF RECORDS

Provider agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including, but not limited to financial, census and client records used by Provider in the performance of this Contract are treated according to the following terms:

- A. 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 the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. Provider further agrees to maintain the confidentiality of all clients and families served. No information on clients served will be released for research or other publication without the express written consent of the HCJFS Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

9. NO ASSURANCES

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

10. NON-EXCLUSIVE

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

11. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under an additional contractual arrangement(s) with other parties aside from HCJFS, assuming that 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 perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of any HCJFS officers, Board of County Commissioners or employees of 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 that 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. Should a conflict of interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract including termination of the Contract.

Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921, and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies to be in compliance with these provisions.

12. ASSIGNMENT AND SUBCONTRACTING

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

services agreed to in this Contract without the express written consent of the HCJFS. At the time of Contract signing, Provider warrants that Provider has a signed Contract with all approved subcontractors or will execute a signed Contract with all approved subcontractors within thirty (30) days of execution of Provider's Contract with HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract, including the insurance requirement in which Hamilton County, the BOCC, HCJFS and the Provider are listed as additional insured. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met. HCJFS acknowledges and agrees that the following subcontractors may perform services in relation to this Contract:

- A. Example Company A
- B. Example Company B

Notwithstanding any other provisions of this Contract that would afford 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. Provider must notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

13. GOVERNING LAW

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

14. INTEGRATION AND MODIFICATION

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

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

15. SEVERABILITY

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

16. TERMINATION

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination. Should Provider wish to terminate this Contract, Provider must deliver the notice of termination xxxxxx (xx) days prior to the effective date of termination. Based on substantiated allegations of inappropriate activities, behaviors and/or actions including, but not limited to, loss of required license, abuse or neglect of a consumer or unethical or business violations, HCJFS reserves the right to terminate immediately upon delivery of the termination notice. The parties further agree that should Provider become unable to provide the services agreed to in this Contract for any reason or otherwise materially breach this Contract, such service as Provider has provided upon the date of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of **Section 7 – BILLING AND PAYMENT**. HCJFS shall receive credit for reimbursement already made when determining the amount owed to Provider.

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

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

Notwithstanding the above, Provider shall not be relieved of liability to the HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider and

HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

17. COMPLIANCE

Provider certifies that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations cites including, but not limited to 2CFR Part 215 (OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees.

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 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 Provider 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.

19. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

Provider warrants that for one (1) calendar year from the beginning date of this Contract with HCJFS, Provider will not solicit HCJFS employees to work for Provider. The term "Provider" includes all Provider staff.

20. RELATIONSHIP

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

21. DISCLOSURE

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

22. 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.

23. 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.

24. CONFIDENTIALITY

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

25. AUDIT RESPONSIBILITY

A. Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider recognizes and agrees that 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. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the "Repayment Agreement"). If payments 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 will be cancelled and will 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.

HCJFS may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties. An amendment to the Repayment Agreement may also be processed if any additional changes or issues develop or need to be addressed.

- B. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, 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.
- C. HCJFS reserves the right to evaluate programs of contracted providers. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and consumers. Such evaluations will be deemed at Provider's own time and expense.
- 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.

26. WARRANTY

Provider warrants and represents that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

Provider warrants and represents that 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.

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

27. AVAILABILITY OF FUNDS

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

HCJFS will notify the Provider at the earliest possible time of any products or services that will 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.

28. FORCE MAJEURE

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

29. COORDINATION

Provider will advise HCJFS of any significant fund raising campaigns contemplated by the Provider within Cincinnati and Hamilton County for supplementary operating or capital funds during the term of this Contract so that 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.

30. LEGAL ACTION

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

31. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

32. DRUG-FREE WORKPLACE

Provider certifies and affirms that 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 that 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.

33. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

34. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

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

35. AMENDMENTS

This writing constitutes the entire agreement between Provider and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Provider and HCJFS; however, it is agreed by Provider and HCJFS that any 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 not cited herein and 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. Any other written amendment to this Contract is prospective in nature.

36. INSURANCE

A. General

The Provider agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Provider's operations as described in this Contract (commercial general liability); auto liability insurance; umbrella/excess liability; and workers' compensation insurance. The cost of such insurance shall be borne by the Provider. Coverage shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer with an A. M. Best rating of no less than A:VII.

B. Coverage's and Minimum Limits:

1. Commercial General Liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such policy will provide coverage contained in Insurance Services Office Occurrence Form CG 00 01 or equivalent including: products liability/completed operations, blanket contractual liability, broad form property damage, severability of interests, personal injury and be endorsed for sexual molestation and physical abuse with limits no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
2. Comprehensive Business Automobile liability insurance with combined single loss limits based on the following:

Motor vehicle with capacity of six (6) or less occupants, including operator, includes taxis and handicapped livery vehicles, as defined in City of Cincinnati Ordinance 407-29. Such motor vehicle shall have at least \$1,000,000 limit per accident.

Motor vehicle with capacity of greater than 6 occupants, including operator, but less than 15 occupants including operator, including Class A Limousine and Class B Limousine, as defined in City of Cincinnati Ordinance 407-1-L1. Such motor vehicle shall have at least \$5,000,000 limit per accident.

Motor vehicle with capacity of 15 occupants or greater, including operator. Such motor vehicle shall have at least \$5,000,000 limit per accident.

Coverage shall include all owned, hired and non-owned autos, vans and buses and provide coverage for Provider's liability to occupants and claimants.

3. Umbrella/Excess Liability insurance in excess of the underlying commercial general liability and business auto liability insurance with limits no less than \$2,000,000 combined single limit and aggregate limit. Such policy will include: 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.
4. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

C. Miscellaneous Provisions

1. The Board of County Commissioners, Hamilton County, Ohio and the Hamilton County Department of Job & Family Services, and their respective employees, officials, agents and volunteers will be endorsed as additional insurers on the commercial general liability and the business automobile liability policies.
2. Provider shall provide occurrence based policies for general commercial liability and umbrella/excess liability insurance.
3. Provider shall declare any self – insured retention to the HCJFS pertaining to liability insurance. In no case shall the Provider's self – insured retention be greater than ten thousand dollars (\$10,000.00). Further, such Provider shall provide a financial guarantee satisfactory to the HCJFS

guaranteeing payment of losses and related investigations, claims administration and defense expenses under the Provider's self – insured retention.

4. The Provider's insurance coverage shall be primary insurance with respect to the County and HCJFS, and its employees, officials, agents and volunteers.
5. Any insurance maintained by the County and HCJFS shall be excess of the Provider's insurance and shall not contribute to it.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Ohio, Room 607, 138 East Court Street, Cincinnati, OH 45202.
7. Provider shall furnish Risk Manager, Hamilton County, Ohio, with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by County before Contract commences. 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.
8. Provider, at its expense, shall replenish all coverage limits immediately upon its insurer's reductions in limits due to claims on this Contract or any other agreement. Failure to do so may result in cancellation of this agreement at HCJFS' sole discretion. If the Provider fails to renew, replace or replenish the coverage's required, the HCJFS may do so on the Provider's behalf and deduct the cost from any amount due to Provider from HCJFS.
9. Provider will require all insurance policies in any way related to the services and secured and maintained by the Provider to include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against Hamilton County or HCJFS. The Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
10. Provider, 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.

11. Any loss insured under the policies required here will be adjusted by the Provider, County, and HCJFS, as their interest may appear, and made payable to the Provider as trustee for the insured's as their interest may appear, subject to the requirements of any applicable mortgagee clause. The Provider, as trustee, will have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after written notice of the loss to the Provider's exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the Provider will be chosen promptly.
12. The Provider, as trustee, will in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
13. 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.
14. If any or all of the work or services contemplated by this Contract is sublet, the Provider will ensure the subcontractor(s) comply with all insurance requirements contained therein.

37. 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 in behalf of 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, judgements and expenses, subrogation's (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees and 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.

38. SCREENING AND SELECTION

A. Criminal Record Check:

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

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

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

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

C. Verification of Job or Volunteer Application

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

39. LOBBYING

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

40. 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 cost and that the level of service existing prior to the Contract shall be maintained.

41. GRIEVANCE PROCESS

Provider will notify HCJFS in writing on a monthly basis of all grievances initiated by participants that involve the services provided through this Contract. Provider shall submit any and all facts pertaining to the grievance and the resolution of the grievance. The monthly report will be submitted to the assigned Contract Manager.

Provider will post the grievance policy and procedure in a public or common area at each contracted site so all participants are aware of the process.

42. PROPERTY OF HAMILTON COUNTY

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 exempted from disclosure.

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 Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a “work made for hire,” or if there are any rights in the Deliverable(s) not so conveyed to HCJFS, then Provider agrees to and by executing this Agreement hereby does assign to HCJFS all worldwide rights, title, and interest in and to the Deliverables. HCJFS acknowledges that its sole ownership of the Deliverable(s) under this Agreement does not affect Provider’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

43. DEBARMENT AND SUSPENSION

OAC 5101:9-4-07(J)(7) Debarment and suspension

County family services agency and workforce development agency procedures must include requirements to ensure that no contracts are entered into with or purchases made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs under Executive Order 12549, debarment and suspension, and other applicable regulations and statutes, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97, and 45 C.F.R. Part 76. Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of the 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.

44. DEBT CHECK PROVISION

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

45. FAITH BASED ORGANIZATIONS

Provider agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that 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 refer the individual back to HCJFS for an alternative Provider.

46. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with HCJFS, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of support that is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

47. DEFAULT BY PROVIDER

In the event of a Material Breach of this Contract by Provider, HCJFS may terminate this Contract, upon thirty (30) day prior written notice to Provider specifying the nature of the breach; provided that Provider shall have the opportunity to cure such breach within the thirty (30) day notice period. HCJFS reserves the right to invoke immediate termination as defined in Section 14, Termination.

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

Any extension of time to cure any breach given to Provider by HCJFS shall be in writing and will not operate to preclude the future exercise of any rights HCJFS may have under this Contract.

48. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
TBA	513-946-****	Contract Services	Contract changes, Contract language, Budget, audits
TBA	513-946-****	Fiscal/Program Services	Billing and payment
TBA	513-946-****	Program Services	Scope of service, Client Authorization, Service eligibility

49. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

50. ENERGY POLICY AND CONSERVATION ACT

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

51. CONTRACT CLOSEOUT

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

52. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall provide the applicable notarized Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB694). Amended Substitute House Bill 694 (“HB 694”) limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or

has been awarded public contracts. Provider further warrants Provider shall notify HCJFS within one (1) business day should the status of the HB 694 change during the Contract term. HB 694 and The Ohio Legislative Service Commission's Final Analysis of the Bill can be found on the Hamilton County Job & Family Service's (HCJFS) public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab.

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

SIGNATURES

Board of County Commissioners,
Hamilton County, Ohio

Provider Company Name

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title _____
(Print)

Date: _____

Date: _____

Recommended By:

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

Date: _____

Approved as to form:

By: _____
Assistant Prosecuting Attorney
Hamilton County, Ohio

Prepared By _____
Date _____
Checked By _____
Approved By _____

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

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

_____ UNIT= _____

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

\$ _____ \$ _____ \$ _____

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

POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST				MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
TOTAL SALARIES									

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

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

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

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

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

<u>EXPENSES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
TOTAL MISCELLANEOUS COSTS						
TOTAL OF ALL EXPENSES						
J. PROFIT MARGIN (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: _____

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

EXPLANATION OF ANY ITEMS ABOVE: _____

ATTACHMENT C

HCJFS CONTRACT BUDGET USER GUIDE

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

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

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

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

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

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.

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

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

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

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

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

INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS
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This section is used to list all positions that are included in the contracted program. This page will also capture the financial information needed on the rest of the agency. If a proposal is being submitted for one service being offered within a program, one column would be completed for the contracted program, one for the management indirect services and one for other direct services. Should a proposal being submitted include more than one service within the program, an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance one column would be completed for skill training and another for employment retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES

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

INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS

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

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

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

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

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

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

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

INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS

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

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

INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

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

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

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

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

INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

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

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

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

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

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

<p style="text-align: center;">INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS FOR REVENUES BY PROGRAM SERVICES SECTION</p>
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Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed. Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

FINAL REVIEW

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

Hamilton County Department of Job and Family Services
Provider Certification Document
ATTACHMENT D-1

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

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

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

NOTES:

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

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

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

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

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

Additional comments/notes for Section B:

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

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

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

Additional comments/notes for Section C:

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

ATTACHMENT D-2

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 7/01)

I. Overview

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

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

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

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

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

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

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

1. program staff training plan;
2. staff policy and procedure manual;

3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

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

24. Program Contact Person, if different	Name of the program Contact Person if different from the Program Director listed above in #20.
25. Program Contact Person's Phone number, if different	Phone number for the program Contact Person if different from the phone number for the Program Director listed above in #21.
26. Program Contact Person's E-Mail Address	E-mail address for the program contact person if different from the Program Director.

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

ITEM	EXPLANATION
1. Other Provider certifications	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management.
2. Reviewed and accepted: a. Most recent annual indep. audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls.	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <ol style="list-style-type: none"> 1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy. 2. Do the attachments/exhibits indicate problems, recommendations, etc.? 3. Does the audit management letter indicate a problem or areas that need improvement? 4. Does the SAS61 indicate problems, concerns, etc.? 5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year. 6. Were taxes filed timely? If not, why? Were extensions requests done timely? 7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <i>Government Auditing Standards</i>. The information is also available on the GAO website at: http://www/gao.gov/policy/guidance.htm
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"> a. Articles of Incorporation, if applicable; b. job descriptions for all staff in program budget; c. insurance with the correct amount, type of coverage and add'l. insureds listed; d. Worker's Compensation insurance; e. table of organization including advisory boards & committees; f. service/attendance form, sign-in sheet, etc. g. contract service contingency plan, if applicable. 	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> 1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O. 2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current. 3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions. 4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client name, date, begin/end time, unit(s) of service, name of teacher/case worker, etc. 5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan?
<p>5. Reviewed 3 of the last 12 months board minutes</p>	<p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p>

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

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

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

ITEM	EXPLANATION
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 are 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 E
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 F

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 F

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

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

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____
My Commission Expires: _____

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

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

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

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____
My Commission Expires: _____

**REQUEST FOR PROPOSAL (RFP)
REGISTRATION FORM
RFP 08-006**

**Non-Emergency Transportation Services for HCJFS Children's Services Children
To and From Medical and Therapy Appointments
June, 2008**

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

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

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no Proposer may contact any HCJFS, county official, employee, project team member or evaluation team member.* Proposers 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 Proposer's Proposal, including attempts to influence the RFP process, evaluation process or the award process by Proposer 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 RFP conference (attendance is not mandatory) and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:	
SIGNATURE:	

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.

Only Proposers registering for the RFP will be considered for a contract. All others Proposers will be disqualified.

REGISTRATIONS MUST BE RECEIVED BY August 4, 2008

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

ATTACHMENT I
CHILDREN'S SERVICES TRANSPORTATION REPORT CARD

1. TIME

- a. Did the vehicle depart on time (leave lot on time)?
- b. Was the vehicle pre-tripped?
- c. Was the attendance sheet completed correctly & accurately?
- d. Was the driver/monitor on time for the return pick up?

Comments:

2. CARE OF CHILDREN

- a. Did the driver/monitor go to the door?
- b. Did the driver/monitor give the parent enough time to get to the door?
- c. Did the driver/monitor act appropriately with child?
- d. Was the child placed in an age appropriate car seat before the vehicle proceeded?
- e. Were all children secured in car seats?
- f. Were the families of the children treated with courtesy & respect?
- g. Did the driver/monitor deliver the child to the pre-authorized adult?

Comments:

3. EQUIPMENT & SAFETY

- a. Are the inspection, licenses, & certification visible in the vehicle?
- b. Was there a first-aid and blood borne pathogen kit in the vehicle?
- c. Was the vehicle clean?
- d. Were the car seats installed correctly?
- e. Were there enough car seats in the vehicle?
- f. Were the car seats clean?

Comments:

CHILDREN'S SERVICES MANUAL

Manual Section:	15.01	OAC Reference:	5101:2-7-15(E)
Effective Date:	Immediate	COA Reference:	G5.5.02, G5.5.03
Approved By:	Moira Weir	Cross Reference:	None
Approval Date:	6/14/06	Planned Review Date:	6/14/08
		Obsoletes:	CS PM #67

Transporting Children

Background

Casework often involves the transportation of children to placements, appointments and visits. It is the responsibility of any HCJFS employee transporting a child to ensure that the child is properly restrained while in a vehicle. HCJFS provides appropriate car and booster seats for caseworkers and case aides to ensure that all staff transporting children has ready access to necessary equipment.

Transportation Safety Requirements

All employees must wear seat belts and obey all state and local laws. All children being transported must be restrained in seat belts and in the appropriate car seat or booster seat according to age/height/weight requirements. In addition, all children age 12 and under must ride in the back seat of the vehicle. The following guidelines must be met when transporting children who require a car seat or booster seat.

The child is under 20lbs. or under one (1) year of age	The child must be in a rear facing car seat in the back seat
The child is between twenty pounds and forty pounds in weight and under four (4) years of age	The toddler must be restrained in a forward-facing position in a car seat in the back seat of the car
The child is more than 4 years old and between 40 and 80 pounds or shorter than 4ft. 9in. tall.	The child must be restrained in a booster seat in the forward facing position in the back seat of the car.

Continued on next page

Transporting Children, Continued

Requirements for Foster Parents

Any vehicle owned or leased by a foster caregiver and used to transport a foster child shall be maintained in a safe condition and in compliance with all motor vehicle laws. Such vehicles must be covered by liability insurance in accordance with current state laws. A foster caregiver must ensure that any person transporting a foster child in a motor vehicle must be licensed to drive that class of vehicle and have the child restrained in the proper car seat or booster seat. When transporting foster children in their care, foster parents must adhere to the same transportation safety guidelines on the previous page of this policy regarding the use of car seats and booster seats for children.

HCJFS will purchase and provide car seats/booster seats for foster parents caring for children in this age, weight and height range.

Transporting Children with Behavioral Issues

Steps must be taken to protect both the child and the caseworker when transporting children with serious behavioral problems that may pose a risk during the transport. When planning the trip, discuss the child's behavior with the supervisor and take one or more of the following steps as needed.

- Take a coworker with you to complete the transport;
 - Reserve a screened county car;
 - Request assistance from the Sheriff's Department if:
 - the child is at risk of running/has a history of running;
 - the child is at risk of harm to self or others;
 - the child is being moved from one secure setting to another.
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CHILDREN'S SERVICES MANUAL

Manual Section:	<u>2.07</u>	OAC Reference:	<u>None</u>
Effective Date:	<u>Immediate</u>	COA Reference:	<u>None</u>
Approved By:	<u>Moira Weir</u>	Cross Reference:	<u>None</u>
Approval Date:	<u>05/01/06</u>	Planned Review Date:	<u>5/1/08</u>
		Obsoletes:	<u>CS PM #104</u>

Inclement Winter Weather

Background The safety of staff and the children/families that we serve is of paramount importance. Preparing for the winter season and knowing how to react if you are stranded or lost on the road are keys to safe winter driving. This policy memo discusses winter driving guidelines and identifies specific conditions which require evaluation and, potentially, delay of HCJFS transportation or field work.

Weather Alerts CS Administration will utilize the snow emergency guidelines established by the Hamilton County Sheriff's Office as a tool in making the decision to cancel scheduled transportation or delay non-emergency field work for Children's Services. The Sheriff's Office recognizes the following snow emergency levels:

Level I – Snow Alert	Roadways are hazardous with blowing and drifting snow.
Level II – Snow Advisory	Roadways are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the roadways.
Level III – Snow Emergency	All roadways are closed to non-emergency personnel. No one should be out during these conditions unless it is absolutely necessary to travel. Those traveling on roadways may subject themselves to arrest.

Continued on next page

Inclement Winter Weather, Continued

CS Field Work The Assistant Director's designee will evaluate the necessity and issue notice of any necessary delay of non-emergency field work for Children's Services. In the event of a **Level II Snow Advisory** or **Level III Snow Emergency**, non-emergency field work will be cancelled or delayed. The status of the delay will be evaluated throughout the day and changed as needed based on weather alerts, current road conditions, and local weather forecasts. Caseworkers **must** consult with their supervisor or section chief regarding the completion of field work that is considered necessary or urgent (i.e., meeting the priority response on an allegation, placing of children, returning children to his/her placement setting). This consultation will include discussion of the safety risks involved, the availability of alternate means to complete the required actions, and any follow-up plan required. Caseworkers must include documentation in the case notes of all consultation and contacts.

Case Aide Transportation Services The Transportation Coordinator will cancel or delay the start of transportation assignments in the event that a notice of delay is received from the Assistant Director's designee. Under circumstances where the transportation need is a "retrieval" or "return" of a child to his/her placement setting (i.e., foster home, relative home, etc) from another location, consultation must occur between the transportation coordinator, the assigned case aide and the child's caseworker and/or supervisor. This consultation will include a discussion of the safety risks involved, the urgency of the need for transportation, the availability of any alternate means to ensure the child is safely returned, and the availability of alternate safe locations. Any "no drive" status will be updated in accordance with the designee's evaluation throughout the day.

Out-of-County Travel When a transportation assignment or visit requires travel outside of Hamilton County, the caseworker or case aide should consult the weather forecast and road conditions of the designated city and any major cities throughout the planned route. If there are concerns regarding inclement weather or road conditions, consultation should occur with the supervisor, section chief, or transportation coordinator (for case aides). An emergency supply box can be obtained prior to a trip from the administrative assistant for each section or the case aide managers (for case aides).

Continued on next page

Inclement Winter Weather, Continued

Weather and Travel Links

Current weather and travel information can be found at the following links or phone numbers:

- ODOT Traffic Information - <http://www.buckeyetraffic.org/>
 - ARTIMIS - <http://www.artimis.org/> or dial 511
 - National Weather Service - <http://weather.noaa.gov/>
 - Ohio State Highway Patrol - <http://statepatrol.ohio.gov/>
 - Indiana State Police – <http://www.in.gov/isp/roadinfo/weather.html>
 - Kentucky State Police – <http://www.kentuckystatepolice.org/>
 - The Weather Channel - <http://www.weather.com/>
 - SORTA - <http://www.sorta.com/>
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Winter Driving Tips

The following winter driving tips are adapted from the City of Cincinnati Public Services department and the FEMA Winter Driving Fact Sheet:

Tips Before You Drive:

- Keep your vehicle's gas tank at least half full at all times.
- Make sure your windshield fluid is full.
- Winterize your car by fully charging the battery and checking for adequate tire tread and air pressure.
- Use deicer or heat with your key with a match or lighter to open frozen locks. **Do not** use water, even if it's hot.
- Keep emergency driving supplies such as ice scrapers, shovels, jumper cables, flares, deicer, flashlights, **fully charged cell phone** (and car charger), blanket, water and non-perishable food in your vehicle.
- Dress warmly.

Tips While on the Road:

- Remember bridges and ramps freeze before roads.
- Keep a safe distance of 50 feet from snow removal equipment and traffic in front of you. It takes longer to stop on wet or icy roads.
- When skidding, steer your vehicle in the direction you want to go. Don't slam on the brakes.
- SLOW DOWN.
- If your vehicle gets stuck, ease or "rock" out of spaces. Spinning the tires only digs a car deeper in the snow.

Continued on next page

Inclement Winter Weather, Continued

Winter Driving Tips, *continued*

If You Become Stranded:

- Stay in the car unless help is visible within 100 yards. You may become disoriented and lost in blowing and drifting snow.
 - Call for assistance from your cell phone.
 - Display a 'trouble' sign (i.e., a brightly colored cloth on the antenna and raise the hood of the car).
 - Occasionally run the engine to keep warm (about 10 minutes each hour). Run the heater when the car is on.
 - Keep the exhaust pipe clear of snow and open the window slightly for ventilation.
 - Do minor exercises such as clapping hands and moving arms and legs occasionally. This will help to maintain circulation.
 - Avoid overexertion. Cold weather puts an added strain on the heart.
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