

**REQUEST FOR PROPOSALS**  
**FOR**  
**PHYSICAL EXAMINATIONS FOR SSI-CM/CMS**  
**APPLICANTS**

**RFP 08-013**

**Issued by**

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

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(July 28, 2008)**

**RFP Conference: August 11, 2008 10:00 a.m.**

**Location: Hamilton County Job and Family Services**

**222 East Central Parkway**

**6<sup>th</sup> Floor Room 6SE601**

**Cincinnati, Ohio 45202**

**Due Date for Proposal submission: August 26, 2008**

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# **REQUEST FOR PROPOSAL (RFP) FOR PHYSICAL EXAMS FOR SSI-CM/CMS APPLICANTS**

## **MISSION STATEMENT**

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

## **1.0 REQUIREMENTS & SPECIFICATIONS**

### **1.1 Introduction & Purpose of the Request for Proposal**

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals for the purchase of services aimed at providing physical examinations. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple vendors and to award contracts for any or all the services proposed.

### **1.2 Scope of Service**

HCJFS is seeking proposals for physical examinations for eligible adults residing in Hamilton County. The physical examinations will assist Supplemental Security Income (SSI) Case Management and County Medical Services (CMS) applicants in establishing eligibility for SSI and/or Medicaid.

HCJFS' goal is to work with Vendors who are able to meet the entire continuum of services.

However, the BOCC reserves the right to award contracts to successful Vendors for all or some of the services proposed.

#### **1.2.1 Population**

Eligible adults residing in Hamilton County who are claiming a disability and are applying for Medicaid or Supplemental Security Income (SSI) disability benefits and are referred for services by Hamilton County Department of Job and Family Services staff.

## 1.2.2 Service Components

The selected Vendor will provide:

- A. Consultative examination experience in conducting examinations to assist in determinations of eligibility for (SSI), Social Security Disability (SSD), Medicaid, Worker's Compensation or other disability related programs is preferred. Vendor may use the services of a sub contractor, as long as the sub contractor has qualifications equal to, or greater than the Vendor. Sub contractor must follow and assume all responsibilities as is assured by Vendor.

(Consultative examination experience is defined as medical vendors who are experienced with the completion of consultative exams with the Social Security Administration and the Ohio Rehabilitative Services Commission (ORSC) and those with experience in completing consultative examinations (CEs) for submission successfully to the Bureau of Disability Determination at the Ohio Rehabilitative Services Commission to gain a favorable disability determination.)

- B. Physical examinations and the Behavioral Health Screen for all applicants referred by HCJFS.

1. The physical examination for applicants will only be completed by licensed physicians and will include, at a minimum 1) an interview and collection of relevant medical history (e.g. chief complaints, surgeries, hospitalizations, medications); 2) measurement of vital signs (e.g. blood pressure, pulse), height, weight, and basic visual acuity; 3) testing of a range of motion (e.g., bending, squatting, sitting, standing, stretching, leaning); 4) assessment of cardiovascular and circulatory functioning; 5) assessment of respiratory functioning; 6) assessment of the thyroid and additional glands as well as the lymph nodes; 7) testing of motor strength; 8) testing of ambulation, gait, and coordination; 9) assessment of papillary reactivity; 10) assessment of back alignment (e.g. scoliosis); and 11) completion of the Basic Medical Form (JFS 07302; Attachment H).

2. Employability is assessed based on the physical examination, medical records and testing results. If the applicant appears to meet or equal one of the Social Security Disability's listings, it is to be documented on the Basic Medical Form (Attachment H).

Negative results from the Physical Examination presume that the patient/applicant is employable from a medical perspective. Positive results from the Physical Examination prompt a request for medical records (with a subsequent record review) and if indicated, specialty medical testing.

3. The Behavioral Health Screen is completed by the selected medical vendor, and includes, at a minimum 1) a self-report psychiatric/psychological symptom endorsement, or information from a similar questionnaire that can be completed by a knowledgeable informant when a patient/applicant is unable to complete; 2) a review of any relevant records that are available; and 3) relevant background data such as family behavioral health treatment history and substance abuse history.

- C. HCJFS will refer applicants by (1) telephone, (2) certified e mail, and (3) Facsimile.
- D. Vendor will schedule the applicant, referred by HCJFS, for examinations no later than ten (10) business days from the receipt of the original referral.
- E. When the examination is complete, the Vendor will fully complete the Basic Medical JFS Form 7302 (Attachment H).
- F. These forms, as well as, any other medical documentation (i.e. lab reports, x-rays, progress notes) will be forwarded to HCJFS within 10 business days of examination of requested services.
- G. Vendor shall permit site visits from HCJFS staff or the agency's designees in order to monitor files, financial records and program implementation.

- H. Vendor shall participate in any program evaluation conducted by HCJFS or a consultant hired by HCJFS, including the following:
  - 1. Timely submission of any and all required data.
  - 2. Obtaining releases of information from participants, if required
  - 3. Completing all evaluation reports
  - 4. Meeting with evaluators.
  
- I. Vendor shall have an interpreter or services available for Limited English Proficiency applicants.
  
- J. Vendor shall ensure that Vendor staff are adequately trained, so as to accommodate the diverse applicants' needs and requirements of law.
  
- K. Provide a location easily accessible to public transportation.

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Vendor is proposing for Contract Year one (1), and optional one (1) year renewal. These Unit Rate(s) must be supported by the Budget.

## **2.2 Service and Business Deliverables**

Vendor 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. Vendors 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**

- A. Describe and provide specific examples of how your organization will:
  - 1. Provide physical and/or psychological examinations for all applicants referred by HCJFS?
  - 2. Ensure referred applicants are scheduled for their examinations no later than 10 (ten) business days?
  - 3. Ensure required medical forms will be forwarded to HCJFS within 10 (ten) business days of medical examination.
  - 4. Maintain applicants records according to applicable laws including, but not limited Medicaid, Medicare; HIPAA, State of Ohio etc.
  - 5. Accommodate and have accessibility for ADA applicants with various physical limitations.
  - 6. Ensure consumers with Limited English Proficiency accommodated?
  
- B. Licensure and Administration
  - 1. Describe the history of organizations experience with similar services and populations.
  - 2. Provide copies of licensures and appropriate certifications to provide these services and demonstrate they are in good standing.
  - 3. Describe your experience in providing consultative exams for Supplemental Security Income, Social Security Disability and Medicaid programs.

## **2.2.2 System and Fiscal Administration Components**

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

- A. Contact Information - Provide the address for the Vendor's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.
- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
- G. Job Descriptions - For all positions in the program budget, to include qualifications and experience.
- H. 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.
- I. 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:

- J. 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.
- K. Annual Report - A copy of Vendor'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, Vendor must supply equivalent financial statements certified by Vendor to fairly and accurately reflect the Vendor's financial status. It is the responsibility of the Vendor to redact tax identification numbers from all documents prior to submission to HCJFS.
- L. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.

### **2.3 Budgets and Cost Considerations**

- A. HCJFS anticipates services will begin no later than November 2008. Vendor must submit a Budget and a calculation of the Unit Rate for the initial one (1) year contract term and the one (1) optional renewal year (Contract Years 1 and 2) that Vendor understands will be used to compensate Vendor for services provided. Budgets and Unit Rates must be submitted in the form provided as Attachment C. *For renewal years, any increases in Unit Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term. HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.*

- B. Vendor must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:
1. Insurance;
  2. Location; and
  3. Other direct services (e.g. mileage, translation), administration, needed to accurately calculate the cost of a unit of Service (the "Unit Rate").

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

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

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

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

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

## **2.4 Customer References**

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

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

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

## **2.5 Personnel Qualifications**

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

- A. Proposed role;
- B. Industry certification(s), documentation of educations including any licenses or certifications (e.g. Physician's current licensure for the state of Ohio); include copies of and, if so, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history; (Vendor's program manager must have a minimum of three (3) years experience as a program manager with a similar program); and
- D. Personal reference (company name, contact name and phone number, scope and duration of 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**

<b>ACTION ITEM</b>	<b>DELIVERY DATE</b>
<b>RFP Issued</b>	<b>Monday, July 28, 2008</b>
<b>RFP Conference</b>	<b>Monday, August 11, 2009 10:00a.m.</b>
<b>Deadline for Receiving Final RFP Questions</b>	<b>Thursday, August 14, 2009</b>
<b>Deadline for Issuing Final RFP Answers</b>	<b>Monday, August 18, 2008</b>
<b>Deadline for Registering for the RFP Process</b>	<b>Tuesday, August 19, 2008 11:00a.m.</b>
<b>Deadline for Proposals Received by HCJFS Person</b>	<b>Tuesday, August 26, 2008 11:00 a.m.</b>
<b>Anticipated Proposal Review Completed</b>	<b>Thursday, September 4, 2008</b>
<b>Anticipated Start Date</b>	<b>November 2008</b>

### **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*  
*HCJFS\_rfp\_communications@hamilton-co.org*  
*Fax: (513) 946-2384*

### **3.3 Registration for the RFP Process**

**EACH VENDOR MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS AUGUST 19, 2008, by 11:00 a.m. EST.**

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

### **3.4 RFP Conference**

The RFP Conference will take place ***HCJFS, Alms & Doepke Building 222 E. Central Parkway, Cincinnati, Ohio 45202, 6th Floor, Room 6SE601, on August 11, 2008 at 10:00 a.m.***

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

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP's Conference and by e-mail to Vendors who have registered for the RFP Process but are unable to attend the RFP's Conference.

- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. No questions will be accepted after **August 14, 2008**. The final responses will be faxed or e-mailed on **August 18, 2008** by the close of business.
- D. Only Vendors who register for the RFP Process will receive copies of questions and answers.
- E. The answers issued in response to such Vendor 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 Vendors who participate in the process in good faith. Behavior by Vendors which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Vendor nor their representatives should communicate with individuals associated with this program during the RFP process. If the Vendor attempts any unauthorized communication, HCJFS will reject the Vendor's proposal.

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

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

Examples of unauthorized communications are:

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

### **3.6 Vendor Disclosures**

Vendor must disclose any pending or threatened court actions and claims brought by or against the Vendor, 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 Vendor Examination of the RFP**

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

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

If a Vendor fails to notify HCJFS prior to **August 14, 2008** by **11:00 a.m. EST** of an error in the RFP known to the Vendor, or of an error which reasonably should have been known to the Vendor, the Vendor shall submit its proposal at the Vendor's own risk. If awarded the contract, the Vendor 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 **August 21, 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 Vendors 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 Vendors 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 Vendor at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Vendor for any expenses incurred as a result of the RFP process.

## **4.0 Submission of Proposal**

Vendor 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 Vendor 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 Vendor'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 seven (7) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00 a.m. EST on August 26, 2008.** ***Proposals received after this date and time will not be considered.*** If Vendor is not submitting the proposal in person, Vendor 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 Vendors carefully review all elements in their final proposals. Once received, proposals cannot be altered; however, HCJFS reserves the right to request additional information for clarification purposes only.**

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

HCJFS reserves the right to:

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

The recommendation of HCJFS staff and the decision by the HCJFS Director shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Vendor from full compliance with its specifications if Vendor 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 Vendor 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. EST on August 26, 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. EST on August 26, 2008** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Program Components, Section 2.2.1;

- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Completed Budgets, Section 2.3;
- F. Customer References, Section 2.4; and
- G. Personnel Qualifications, Section 2.5.

**Stage 2. Evaluation Committee Review**

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

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

**Stage 3 Other Materials**

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

- A. Written responses from Vendor to clarify questions posed by Review Committee. Such information requests by Review Committee and Vendor'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 Vendor's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all new Vendors and any existing Vendors as HCJFS deems necessary. Site visits will be held at the location where the services are to be provided.

#### **Stage 4 Evaluation**

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

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

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

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

## **4.7 Proposal Selection**

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Vendor(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 Vendor to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Vendor.
- D. If HCJFS and selected Vendor are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Vendor. In such event, HCJFS reserves the right to select another Vendor 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 Vendors passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Vendor 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 Vendor 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 Vendor 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 Vendor's non-selection.

#### **4.9 Public Records**

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

### **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 Vendor's proposal, and any other mutually agreed upon terms.

### **5.2 Order of Precedence**

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

### **5.3 Contract Period, Funding & Invoicing**

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

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

**See Attachment B for a sample Vendor Contract for minimum contractual requirements of all HCJFS Vendors. 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 applicant information. The sharing of applicant information with HCJFS business partners and service vendors 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 Vendor engaging in any service for HCJFS will be required to hold confidential applicant information.

As a means of ensuring the confidentiality of applicant 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 applicant 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 vendor(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**

Vendor 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. Vendor further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS applicant 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.

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

## 5.6 Insurance

Vendor agrees to procure and maintain for the duration of any contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with Vendor's products or services as described in the contract; professional liability (errors and omissions) and umbrella/excess insurance. Further, Vendor agrees to procure and maintain for the duration of any contract Workers' Compensation. The cost of all insurance shall be borne by Vendor. 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. Vendor shall purchase the following coverage and minimum limits;

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

- Additional insured endorsement;
- Product liability;
- Blanket contractual liability;
- Broad form property damage;
- Severability of interests;
- Personal injury; and
- Joint venture as named insured (if applicable).

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

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

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

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

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

The Vendor further agrees with the following provisions:

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

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

Vendor 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.

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

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

Vendor will require all insurance policies in any way related to the work and secured and maintained by Vendor to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Vendor, 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.

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

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

If any of the work or services contemplated by this Contract is subcontracted, Vendor will ensure that any and all subcontractors comply with all insurance requirements contained herein.

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

As part of the submitted proposal, Vendor will include a notarized Declaration of Property Tax Delinquency form, Attachment E, which states the Vendor was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Vendor 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, Vendor 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.hcifs.hamilton-co.org/>, under the Community Vendors 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), Vendor 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**

Vendor 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, Vendor agrees not to maintain nor permit any person to bear any explosives, pyrotechnics, firearms, chemical weapons, or other similar devices or substances anywhere in or on the grounds of the facility.

**ATTACHMENT A  
PROPOSAL COVER SHEET FOR  
Physical Examinations for SSI-CM/CMS Applicants for Hamilton County Job &  
Family Services  
Bid No: RFP 08-013**

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: \_\_\_\_\_

Total Cost for Term of 13 Months 11/2008 – 12/2009	Total Cost for Renewal Term of 12 Months 1/2009 – 12/2009
\$ _____	\$ _____
Unit Rate	Unit Rate
\$ _____	\$ _____

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

\_\_\_\_\_  
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 COVER SHEET FOR  
Physical Examinations for SSI-CM/CMS Applicants for Hamilton County Job &  
Family Services  
Bid No: RFP 08-013**

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 19, 2008 by 11:00 a.m.
- \_\_\_\_\_ B) Proposal is to be submitted by 11:00 a.m. on August 26, 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, Sections 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

**ATTACHMENT B**

Contract # \_\_\_\_\_

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

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

**1. TERM**

The Contract term shall commence on MM/DD/YYYY or the date which this Contract is executed by the Board of County Commissioners, Hamilton County, Ohio, whichever is later and shall expire on December 31, 2009 unless otherwise terminated or extended by formal agreement.

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

In addition to the terms set forth above, this Contract may be renewed, at the option of HCJFS for one (1) additional one (1) year term. The total amount of the renewal can not exceed \$000,000.00 over the life of the renewal. The additional one (1) year term is subject to funds availability, satisfactory performance by the Provider, and submission of all necessary paperwork required by HCJFS to implement a Contract in the successive one (1) year term.

**2. SCOPE OF SERVICE**

Subject to terms and conditions set forth in this Contract, Provider agrees to provide the services defined in Exhibit I, Request for Proposal, and Exhibit II, Provider's Proposal.

**A. EXHIBITS**

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), Provider agrees to perform Physical Examinations for SSI-CM/CMS Applicants ("Applicants"). This population will include adults who are claiming a disability and are applying for Medicaid or SSA disability benefits and are referred for services by HCJFS, as more particularly described in Exhibit I, Request for Proposal, Section 1.2, Scope of Service. The parties agree that a billable unit of service is defined in Exhibit I – The Request for Proposal.

Provider agrees to provide Physical Examinations for SSI-CM/CMS Applicants as described in the following exhibits:

1. Exhibit I – The Request for Proposal;
2. Exhibit II – Provider's Proposal;
3. Exhibit III – Budget

4. Exhibit IV – Integrated Services Policy Interpretation Memo;
5. Exhibit V – HCJFS-0378-CE Appointment Letter for Applicant;
6. Exhibit VI – HCJFS-07302-Basic Medical Form;
7. Exhibit VII – HCJFS-3607-Authorization for the Release or Use of Protected Health Information; and
8. Exhibit VIII – HCJFS-3000-Payment Authorization

## B. ORDER OF PRECEDENCE

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

1. Exhibit I – The Request for Proposal;
2. Exhibit II – Provider’s Proposal;
3. Exhibit IV – Integrated Services Policy Interpretation Memo; and
4. Exhibit III – Budget

## C. PROVIDER RESPONSIBILITY

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

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

A copy of the referral, appointment date, and appointment time.

A copy of the physical examination which includes 1) an interview and collection of relevant medical history (e.g. chief complaints, surgeries, hospitalizations, medications); 2) measurement of vital signs (e.g. blood pressure, pulse), height, weight, and basic visual acuity; 3) testing of a range of motion (e.g., bending, squatting, sitting, standing, stretching, leaning); 4) assessment of cardiovascular and circulatory functioning; 5) assessment of respiratory functioning; 6) assessment of the thyroid and additional glands as well as the lymph nodes; 7) testing of motor strength; 8) testing of ambulation, gait, and coordination; 9) assessment of papillary reactivity; 10) assessment of back alignment (e.g. scoliosis); and 11) completion of the Basic Medical Form (HCJFS 07302; Exhibit VI). Employability is assessed based on the physical examination, medical records and testing results. If the customer appears to meet or equal one of the Social Security Disability’s listings, it is noted on the Basic Medical Form. Negative results from the Basic Medical Examination presume that the patient/applicant is employable from a medical perspective. Positive results from the Basic Medical

Examination prompt a request for medical records (with a subsequent record review) and if indicated, specialty medical testing.

A copy of the Behavioral Health Screen, which includes 1) a self-report psychiatric/psychological symptom endorsement, or information from a similar questionnaire that can be completed by a knowledgeable informant when a patient/applicant is unable to complete; 2) a review of any relevant records that are available; and 3) relevant background data such as family behavioral health treatment history and substance abuse history.

Provider may perform and document comparable examinations with prior HCJFS approval.

2. Applicant Authorizations

It is the responsibility of the Provider to monitor the number of units of applicant authorizations issued by HCJFS. Should the Provider offer services in addition to the number of applicant 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/units, it is the responsibility of the Provider to request, in advance, additional applicant authorizations for the service being requested. HCJFS will not reimburse for service that has not been prior authorized or that exceeds the authorization.

3. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with reports as requested. HCJFS may exercise this right without a Contract amendment. HCJFS reserves the right to withhold payment until such time as the requested and/or required reports are received.
4. The compensation amount in section **3, BILLING AND PAYMENT** is the full payment for service rendered to applicants. No fees or additional cost shall be charged to any applicant for the Contract service without expressed HCJFS approval. Such approval must be made by way of a Contract amendment.
5. If an applicant cancels their appointment, Provider should refer the applicant to HCJFS and HCJFS will work with the applicant to reschedule their appointment.

**3. BILLING AND PAYMENT**

- A. Rates of Payment – HCJFS agrees to compensate Provider in the amount of \$XX.XX per each eligible applicant with a completed and submitted HCJFS 07302-Basic Medical Form (Exhibit VI), along with any necessary medical documentation (for example, x-rays, lab reports, etc.) submitted to HCJFS within ten (10) business days of completion of requested services. This rate of payment was established and supported by the attached program budget, Exhibit III.

- B. Billing and Payment – Original invoices, signed by Provider, will be sent each month to Hamilton County Job and Family Services, Attn: SSI CM CMS Unit, 222 East Central Parkway, 2NW708, Cincinnati Ohio 45202. All invoices must be received within thirty (30) days of the end of the service month. Each monthly invoice submitted for payment must include a copy of every HCJFS 07302-Basic Medical Form (Exhibit VI) submitted in that service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

HCJFS reserves the right to withhold payment until such time as requested and/or required reports are received.

1. HCJFS will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than ninety (90) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
  2. For accurate invoices which 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 authorized and referred.
- C. Provider will indicate the purchase order, authorization number and vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
  2. bonding costs;
  3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
  4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
  5. entertainment costs for amusements, social activities and related costs;
  6. costs of alcoholic beverages;
  7. goods or services for personal use;
  8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
  9. gains and losses on disposition or impairment of depreciable or capital assets;
  10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
  11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
  12. losses on other contracts;
  13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;

14. costs related to legal and other proceedings;
  15. goodwill;
  16. asset valuations resulting from business combinations;
  17. legislative lobbying costs;
  18. cost of organized fund raising;
  19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
  20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
  21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
  22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
  23. major losses incurred through the lack of available insurance coverage; and
  24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.
- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
- F. Provider warrants that claims made to HCJFS for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

#### **4. ELIGIBILITY FOR SERVICES**

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

#### **5. AVAILABILITY AND RETENTION OF RECORDS**

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, census records, applicant 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 applicant records used by Provider in the performance of this Contract are treated according to the following terms:
1. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by 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 applicants and families served. No information on applicants 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.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

## **6. NO ASSURANCES**

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

## **7. NON-EXCLUSIVE**

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

## **8. 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.

## **9. 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:

- 1.
- 2.

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.

## **10. GOVERNING LAW**

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

## **11. 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.

## **12. 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.

## **13. TERMINATION**

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

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

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

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

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

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

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider ??? (??) days written notice specifying the nature of the default. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

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

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

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

### C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.

2. Provider, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

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

## **14. 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.

## **15. NON-DISCRIMINATION**

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

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age,

political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Provider complies with all applicable federal and state non-discrimination laws.

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

## **16. 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 applicant in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

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

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. CONFIDENTIALITY**

Provider agrees to comply with all federal and state laws applicable to HCJFS and/or applicants of HCJFS concerning the confidentiality of HCJFS' applicants. Provider understands that any access to the identities of any HCJFS applicants 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 applicants for any purpose not directly related to the administration of this Contract is prohibited. Provider will ensure that all applicant documentation is protected and maintained in a secure and safe manner whether located in Provider's office or taken out of Provider's office.

## **23. 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 applicants. 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.

## **24. WARRANTIES AND REPRESENTATIONS**

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 at all time during the contract term, Provider shall maintain in good standing, any license or certification required for Provider's performance in carrying out the terms of this Contract. Additionally, Provider shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

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.

Provider warrants and represents that they have followed the procurement and bidding practices set forth in the Administrative Procedure Manual ("APM"), Chapter 4000, Ohio Administrative Code Sections 5101:9-4-01, 5101:9-4-02, 5101:9-4-04, 5101:9-4-06, 5101:9-4-07, and 45 CFR part 92.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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 applicants.

### **32. 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 applicants or prospects.

### **33. 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.

### **34. INSURANCE**

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
  2. Product liability;
  3. Blanket contractual liability;
  4. Broad form property damage;
  5. Severability of interests;
  6. Personal injury; and
  7. Joint venture as named insured (if applicable).

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

- B. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.
- D. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- E. Malpractice Insurance in full force and effect for the term of the contract.
- 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, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners of Hamilton, County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required

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

2. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
3. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
4. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
5. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.
6. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
7. Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
8. Provider’s insurance coverage shall be primary insurance with respect to the County, HCJFS, their officials, and their respective employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be in excess of Provider’s insurance and shall not contribute to it.

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

### **35. 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.

### **36. 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 Applicants. 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 Applicants 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. 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.

### **37. 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.

### **38. 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.

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

### **39. 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.

### **40. 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.

#### **41. 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.

#### **42. 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.

#### **43. 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 Applicant 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 Applicant objects to the religious character of the organization, Provider will immediately refer the individual back to HCJFS for an alternative Provider.

#### **44. 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.

**45. HCJFS CONTACT INFORMATION**

<b>NAME</b>	<b>PHONE #</b>	<b>DEPARTMENT</b>	<b>RESPONSIBILITY</b>
Holly Harris-Ifeakanwa	946-1462	Contract Services	Contract changes, contract language, contract budget, audits
	946-	Fiscal	billing and payment
Gerald O’Flynn	946-1643	Integrated Services	scope of service, applicant authorization, service eligibility

**46. 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).

**47. 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).

**48. 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.

**49. 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.

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

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

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

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

**SIGNATURES**

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

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

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

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

County Administrator  
Hamilton County, Ohio

Recommended By:

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

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

Approved as to form:

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

Prosecutor's Office  
Hamilton County, Ohio

Prepared By: \_\_\_\_\_  
Checked By: \_\_\_\_\_  
Approved By: \_\_\_\_\_

## 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**

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.

<p style="text-align: center;"><b>INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES</b></p>
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**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.

<p style="text-align: center;"><b>INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS</b></p>
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**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.

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

Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed.

Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

## FINAL REVIEW

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

**ATTACHMENT D**

**REQUEST FOR PROPOSAL (RFP) REGISTRATION FORM  
RFP 08-013  
Physical Exams for SSI-CM/CMS Applicants  
July 28, 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, 3<sup>rd</sup> Floor  
Cincinnati, OH 45202  
Fax#: (513) 946-2384  
Email: DONALB@jfs.hamilton-co.org**

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

**RFP Registration Forms are due: August 19, 2008**

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

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

Registration helps insure that providers will receive any addendum to or correspondence regarding this RFP in a timely manner. (The HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.) \* **RFP Registration Forms are due: August 19, 2008**

**Only vendors registering for the RFP by August 19, 2008 will be considered for a contract. All others vendors will be disqualified.** Please fax this completed page to HCJFS Contract Services at (513) 946-2384.

**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 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			

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



**ATTACHMENT G**  
**AFFIDAVIT IN COMPLIANCE WITH**  
**SECTION 3517.13 OF THE OHIO REVISED CODE**

*(Corporation or Business Trust)*

*(R.C. 3517.13(J)(3))*

STATE OF OHIO

COUNTY OF \_\_\_\_\_ SS:

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

1. I am \_\_\_\_\_ and I am employed as \_\_\_\_\_  
[Name] [Title]  
for \_\_\_\_\_.  
[Name of Corporation/Business Trust]

2. In my position as \_\_\_\_\_, I have the authority to make  
the [Title]  
certifications contained herein on behalf of \_\_\_\_\_.  
[Name of Corporation/Business Trust]

3. On behalf of \_\_\_\_\_, I do hereby certify that  
all of [Name of Corporation/Business Trust]  
the following persons, if applicable, are in compliance with division (J)(1) of  
Section 3517.13 of the Ohio Revised Code:

- (a) Each owner of more than twenty per cent of the corporation or business trust;
- (b) Each spouse of an owner of more than twenty per cent of the corporation or business trust;
- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) of this section.

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

Further, Affiant sayeth naught.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

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

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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

4. I further certify that if \_\_\_\_\_ is awarded a contract,

*[Name of Entity]*

the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (I)(2) of Section 3517.13 of the Ohio Revised Code:

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

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or \_\_\_\_\_ to the penalties set forth in Section

*[Name of Entity]*

3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

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

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# ATTACHMENT H SAMPLE PROVIDER FORM

		BASIC MEDICAL			JFS 07302 (Rev. 5/06)
Page 1 of 2					
SECTION I: IDENTIFYING INFORMATION TO BE COMPLETED BY WORKER					
Assistance Group Number	Recipient ID	DOB	Sex	County Name	
Client Last Name		Client First Name		MI	County Address
Client Address		Client Phone		City	ZIP
City	ZIP	SSN	Caseworker/Case Mgr	Caselead ID	County Phone
SECTION II: TO BE COMPLETED BY PHYSICIAN					
Please send copies of all RELEVANT information supporting the medical conditions including reports of x-rays, scans, laboratory tests, consultant reports, hospital discharge summaries, etc.					
Physical Examination / Vital Signs					
Height	Weight	Pulse Rate	Blood Pressure	Respiratory Rate	
HEENT			Abdomen		
Chest			Heart		
Extremities			Neurological		
Visual Acuity	OS	OD			
ROM	Spine	Joints			
A. Pregnancy verification only		Date of test	Expected date of delivery		
B. Describe the client's medical conditions (physical and mental) [Include appropriate ICD-9CM and/or DSM-IV-R codes(s)]					
C. History of these problems (Onset, duration, treatment, prescribed medications, prognosis, etc.)			D. Health Status		
			<input type="checkbox"/> Improving <input type="checkbox"/> Improving Without Tx <input type="checkbox"/> Improving With Tx <input type="checkbox"/> Good/Stable With Tx <input type="checkbox"/> Poor But Stable <input type="checkbox"/> Deteriorating		
			E. Physical/psychological/psychiatric findings (Please also complete G and/or ODHS form 7308 for Mental Impairments as appropriate)		
			F. Are additional studies or treatment indicated? If yes, specify		



# BASIC MEDICAL

JFS 07302 (Rev. 5/06)

Page 2 of 2

Client Last Name	Client First Name	MI	Recipient ID	SSN
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Considering the combined effects of the medical conditions noted above, please answer the following:

G Physical Functional Capacity Assessment

	No	Yes	Hours
1 Are standing/walking affected?			
If yes, how many hours in an 8-hour workday can patient stand/walk?			
How many hours without interruption?			
2 Is sitting affected?			
If yes, how many hours in an 8-hour workday can patient sit?			
How many hours without interruption?			
3 Are lifting/carrying affected?			
If yes, up to how many pounds can patient lift/carry frequently? (up to 2/3 of 8 hour day)			
<input type="checkbox"/> Up to 5 lbs <input type="checkbox"/> 6-10 lbs <input type="checkbox"/> 11-20 lbs <input type="checkbox"/> 21-25 lbs <input type="checkbox"/> 26-50 lbs <input type="checkbox"/> 51-100 lbs			
If yes, up to how many pounds can patient lift/carry occasionally? (up to 1/3 of 7 hour day)			
<input type="checkbox"/> Up to 5 lbs <input type="checkbox"/> 6-10 lbs <input type="checkbox"/> 11-20 lbs <input type="checkbox"/> 21-25 lbs <input type="checkbox"/> 26-50 lbs <input type="checkbox"/> 51-100 lbs			

	None	Not Significantly Limited	Moderately Limited	Markedly Limited	Extremely Limited
4 Are the following functions affected? If so, how?					
Pushing/pulling					
Bending					
Reaching					
Handling					
Repetitive foot movements					
Seeing					
Hearing					
Speaking					

5. What observations and/or medical evidence led to your findings in questions G1 - G4? Please provide examples of specific physical limitations:

After taking the appropriate history and performing the relevant physical examination, do you believe the client is  Employable  Unemployable

How long are the physical and/or mental functional limitations listed above expected to last?

Less than 30 days    
 Between 30 days and 9 months    
 Between 9 months and 11 months    
 12 months or more

Will disclosure of this information to the client have an adverse effect?  Yes  No

Physician's Signature	Date of Last Exam		
Physician's Name(Please print)	Specialty		
Address			
City	State	ZIP	Physician's Phone