



REQUEST FOR PROPOSALS

FOR

CHILD SUPPORT
ACCESS AND VISITATION
SERVICES

RFP SC03-12R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(May 29, 2012)

Due Date to Register for the RFP: June 6, 2012

Due Date for Proposal submission: June 7, 2012

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REQUEST FOR PROPOSAL (RFP) FOR ACCESS AND VISITATION SERVICES

MISSION STATEMENT

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

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job and Family Services (HCJFS), Child Support Enforcement Agency (CSEA), is seeking proposals for a Provider to act as a Partner Organization and Direct Service Provider for the development of a grant application and the provision of service for Ohio Department of Job and Family Services JFS-R-1213-09-8032 (Attachment G & Attachment H). The Access and Visitation Services are to enhance the emotional and financial well-being of children by supporting visitation of children by their non-custodial parent(s). The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or all the services proposed.

1.2 Scope of Service

Hamilton County has been engaged in a participatory planning effort to support visitation of children by their non-custodial parent(s). The services provided shall advance the objective of enhancing or establishing a parent/child relationship for the purpose of increasing the level of emotional and financial support provided by the non-custodial parent. Services shall include one or more of the following components:

1. court-ordered or voluntary mediation, centering on access and visitation disputes arising as a result of divorce or paternity establishment, and should include a parenting plan;
2. neutral drop-off and pick-up points for visitation which must include security;
3. supervised visitation which must include security; and

4. parenting classes.

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

1.2.1 Population

See ODJFS Request for Grant Application (RFGA) JFS-R-1213-09-8032 (Attachment G).

1.2.2 Service Components

See ODJFS Request for Grant Application (RFGA) JFS-R-1213-09-8032 (Attachment G).

1.3 Employee Qualifications

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

1. Work History: All employees who are assigned to this contract with HCJFS' customers shall have information on job applications verified. Verification shall include references and work history information.
2. Criminal Record Check: Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport consumers.

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein (Attachment J) to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Provider shall not assign any individual to work with consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date and 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 or OAC Chapters 5101:2-5, 5101:2-48.

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

2.0 Provider Proposal

It is required all proposals be submitted in the format as described in this section. Each submission must have one signed original proposal and six (6) copies, submitting one of the six (6) copies as single-sided; using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double-sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for initial Contract Term and optional Renewals. These Unit Rate(s) must be supported by the Budget.

2.2 Service and Business Deliverables

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Providers must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components:

2.2.1 Program Components

Please describe how your organization will carry out the scope of service as defined in ODJFS Request for Grant Application (RFGA) JFS-R-1213-09-8032 (Attachment G) incorporating the following program components:

1. court-ordered or voluntary mediation, centering on access and visitation disputes arising as a result of divorce or paternity establishment, and should include a parenting plan;
2. neutral drop-off and pick-up points for visitation which must include security;
3. supervised visitation which must include security; and
4. parenting classes.

2.2.2 System and Fiscal Administration Components

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

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. 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.

Proposer must note that as a contract requirement the following conditions must be met:

During the Contract and for such additional time as may be required, Provider shall provide, pay for, and maintain in full force and effect the insurance specified in the attached sample contract, for coverage at not less than the prescribed minimum limits covering Provider's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Provider or subcontractor or by anyone for whose acts any of them may be liable.

Certificates of Insurance

Prior to the effective date of the contract, Provider shall give the County the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

Hamilton County Risk Manager

Room 607

138 East Court Street

Cincinnati, OH 45202

Facsimile: 513-946-4330

- G. Job Descriptions - For all positions in the program budget.
- H. Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.

- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

Please provide the following attached only to the original proposal:

- L. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- M. Annual Report - A copy of Provider's most recent annual report, the most recent independent annual audit report, most recent single audit, if applicable , a copy of all management letters related to these audit reports and the most recent Form 990. For a sole proprietor or for-profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year- end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. **It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.**

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin no later than October 1, 2012. Provider must submit a Budget and a calculation of the Unit Rate for the initial contract term and each of the two (2) optional renewal years that Provider understands will be used to compensate Provider for services provided. Budgets and Unit Rate must be submitted in the form provided (Attachment C).

All registered Providers will be sent an electronic budget file in Excel format. All Providers submitting a proposal shall include a hard copy of all budgets in the

proposal and also submit all budgets electronically in Excel format to the contact person identified in Section 3.2 HCJFS Contact Person. If Provider is unable to submit an electronic copy of the budget, Provider shall include a statement in the budget narrative explaining the reason.

NOTE: The electronic copy of the budget and Provider's proposals must be received by the due date specified in the RFP. The electronic copy of the budget must be submitted in an unlocked Excel format and must match the hardcopy budget submitted in the proposal.

For renewal years, any increases in the Unit Rate will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term. HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next.

Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to the services being provided to accurately calculate the cost of a unit of Service (the "Unit Rate").

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

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

- C. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.

- E. For the purposes of this RFP, “unallowable” program costs include:
1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs for staff only;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
 12. losses on other contracts’;
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;

- 20.any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
- 21.advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- 22.cost of insurance on the life of any officer or employee for which the facility is beneficiary;
- 23.major losses incurred through the lack of available insurance coverage; and
- 24.cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

For key clinical and business personnel (such as Agency Director, Clinical Director, CFO, any administrators, and any staff providing direct services to youth) who will be working with the program, please submit resumes with the following:

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

Provider's program manager must have a minimum of three (3) years experience as a program manager with a similar program.

RFPs and all attachments are posted on the Hamilton County Board of County Commissioner's website for general viewing. It is the proposing agency's responsibility to redact all personal information from resumes. Please make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

2.6 Terrorist Declaration

In accordance with ORC 2909.32(A)(2)(b), Provider is to provide a completed 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.

2.7 Declaration of Property Tax Delinquency

As part of the submitted proposal, Provider will include a **notarized Declaration of Property Tax Delinquency** form (Attachment E) which states 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, 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.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	May 29, 2012
Deadline for Receiving Final RFP Questions	June 5, 2012
Deadline for Issuing Final RFP Answers	June 6, 2012
Deadline for Proposals Received by HCJFS Contact Person	June 7, 2012 @ 11:00 A.M.
Deadline for Registering for the RFP Process	June 6, 2012
Oral Presentation/Site Visits – if needed	TBD
Anticipated Proposal Review Completed	June 7, 2012
Anticipated Start Date	October 1, 2012

3.2 HCJFS Contact Person

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

Sandra Carson, Contract Services
Hamilton County Department of Job and Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202
Carsos01 @jfs.hamilton-co.org
Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS LISTED ABOVE IN SECTION 3.1 PROGRAM SCHEDULE.

All interested Providers must complete the Registration Form (Attachment I) 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: carsos01@jfs.hamilton-co.org.

3.4 Prohibited Contacts

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

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

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

Examples of unauthorized communications are:

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

3.5 Provider Disclosures

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

3.6 Provider Examination of the RFP

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

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

If a Provider fails to notify HCJFS prior to the **Deadline for Receiving Final RFP Questions** as listed in Section 3.1 Program Schedule, of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.7 Addenda to RFP

HCJFS may modify this RFP no later than the date listed in Section 3.1 Program Schedule by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3.

In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP. All addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org> and <http://www.bidsync.com>.

3.8 Availability of Funds

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or
2. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to HCJFS in the event either of these provisions is exercised. HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

4.0 Submission of Proposal

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

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

One (1) signed original proposal and six (6) 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 the deadline listed in Section 3.1 Program Schedule. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by the deadline listed in Section 3.1 Program Schedule will be performed 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. Registry for RFP
- B. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than the deadline listed in Section 3.1 Program Schedule 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.

- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Responses to System and Fiscal Administration Components, Section 2.2.2;
- F. Completed Budgets, Section 2.3;

Stage 2. Evaluation Committee Review

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

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

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

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

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

Stage 3 Other Materials

- Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review and incorporated into the overall rating for the proposal. Review Committee may request information from sources other than the written proposal to evaluate Provider's programs or clarify

Provider's proposal. Other sources of information may include but are not limited to the following:

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

Stage 4 Evaluation

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 15% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 70% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.

- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 15% 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 Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful proposer are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified Providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Provider and be addressed to

the HCJFS Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

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

4.10 Provider Certification Process

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

ATTACHMENT A
Cover Sheet for Access and Visitation Services Proposals
RFP: SC03-12R

Name of Provider _____

Provider Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____
(Please Print or type)

Phone Number: _____ (ext) _____ E-Mail Address: _____

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

Person(s) authorized to negotiate with HCJFS:

Name: _____ Title: _____
(Please Print)

Phone Number: _____ (ext) _____ Fax Number: _____ E-Mail: _____

Name: _____ Title: _____

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

Initial Term 10/1/2012–9/30/2013	Renewal Year One 10/1/2013 – 9/30/2014	Renewal Year Two 10/1/2014 – 9/30/2015
Unit Rate \$ _____ (Hourly)	Unit Rate \$ _____ (Hourly)	Unit Rate \$ _____ (Hourly)

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

Signature - Authorized Representative

Title

Date

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

RFP Submission Checklist

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

Action Required	RFP Section	Included
Did you register for the RFP process?	3.3	
Will your Proposal be submitted by 11:00 a.m. on June 7, 2012?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Initial on the Cover Sheet?	2.1	
Did you include the Unit Rate for the First and Second Renewal Terms on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.2.2	

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

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

1. TERM

SELECT ONE

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

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

This Contract will be effective from **10/1/2012** through **9/30/2013** (the "Initial Term") inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract cannot exceed **\$\$\$\$\$** over the life of this Contract.

The anticipated expenditure for the period October 1, 2012 to December 31, 2012 is \$\$\$\$\$ and for the period January 1, 2013 to September 30, 2013 is \$\$\$\$\$.

In addition to the Initial Term described above, this Contract may be renewed, at the option of HCJFS, for two (2) additional, one (1) year terms (the "Renewal Terms"). If HCJFS determines

it will not enter into any Renewal Term, it will give Provider written notice not less than sixty (60) days prior to the expiration of the term then in effect, of its intention not to renew.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform the Access and Visitation Services for consumers referred by HCJFS (the “Consumer”) as more particularly described in Exhibit I, (individually, the “Service”, collectively the “Services”). The parties agree that a billable unit of service is defined in Exhibit I. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

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

B. ORDER OF PRECEDENCE

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

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

3. CONSUMER AUTHORIZATIONS

A. Form of Consumer Authorizations

ATTACHMENT B

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

B. Reimbursement for Services

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

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

4. BILLING AND PAYMENT

A. Unit Rate Calculation

Provider warrants and represents that the Budget, Exhibit II, submitted as a part of its Proposal, Exhibit nn, is based upon current financial information and projections and includes all categories of costs needed to calculate the cost of a Unit of Service (the “Unit Rate”) and that all revenue sources available to Provider to serve Consumers have been detailed in the Budget, Exhibit II, and utilized, where possible, to reduce the Unit Rate.

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and

ATTACHMENT B

related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Unit Rate

Select appropriate Unit Rate clause.

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

Each category of Service listed below, as defined in Exhibit I, will be compensated in the following amounts:

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

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

ATTACHMENT B

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

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

A billable unit of service is defined as **(select one or both)** direct or collateral services. Billable service includes **(list specific services and/or activities. If group activities are included, is there a separate unit rate?)**

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

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

C. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
 - a. Provider's name, address, telephone number, fax number, and vendor number;
 - b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
 - c. Billing date and service dates;
 - d. Consumer's name, case number and Person ID;
 - e. Purchase order number; and
 - f. Consumer Authorization number.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in

ATTACHMENT B

which the Service was performed; unless timely issuance of authorizations does not permit Provider the ability to submit the invoice timely. It is the responsibility of the Provider to request special consideration and documentation with their invoice if authorizations were not submitted timely by HCJFS, or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

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

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

D. Miscellaneous Payment Provisions

1. Additional Payment

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

2. Duplicate Payment

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

5. ELIGIBILITY FOR SERVICES

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

6. NO ASSURANCES

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

7. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

1. Reduce the utilization of the services provided under this Contract, without change to the terms and conditions of the Contract; or
2. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to HCJFS in the event either of these provisions is exercised. HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

8. TERMINATION

A. Termination for Convenience

1. By HCJFS

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

2. By Provider

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

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

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

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

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

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.
2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

9. FORCE MAJEURE

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

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

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

10. GOOD FAITH EFFORT

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

11. DISPUTE RESOLUTION

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

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

Representative for HCJFS: HCJFS' Contract Manager

Representative for Provider: Provider's Project Manager

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

Representative for HCJFS: Unit Supervisor for Contract Services

Representative for Provider: Provider's Project Manager

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

Representative for HCJFS: Contract Services' Director

Representative for Provider: _____

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

12. WARRANTIES AND REPRESENTATIONS

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

13. QUALITY REVIEW

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

14. MAINTENANCE OF SERVICE

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

15. REPORTS

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

16. GRIEVANCE PROCESS

Provider will post its grievance policy and procedures in a public or common area at each contracted site so all Consumers and representatives are able to observe this policy. Provider will notify HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the services. Provider shall submit any facts pertaining to the

grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

17. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

18. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

19. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

20. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for one (1) calendar year from the beginning date of this Contract, Provider and HCJFS will not solicit each other's employees for employment. The term "Provider" includes any agent or representative of the Provider.

21. RELATIONSHIP

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

22. CONFLICT OF INTEREST

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

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

23. DISCLOSURE

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

24. CONFIDENTIALITY

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

25. PUBLIC RECORDS

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

26. AVAILABILITY AND RETENTION OF RECORDS

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

ATTACHMENT B

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

27. AUDIT REQUIREMENTS

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

ATTACHMENT B

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

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

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

28. DEBARMENT AND SUSPENSION

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

29. DEBT CHECK PROVISION

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

30. CORRECTIVE ACTION PLANS

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

31. PROPERTY OF HAMILTON COUNTY

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

ATTACHMENT B

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

32. INSURANCE

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

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

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

ATTACHMENT B

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of the users of Hamilton County services (such as but not limited to HCJFS consumers) “Consumers” and Provider provides this service through the use of its employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees “POV” insurance and provide coverage above its employee’s “POV” coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers’ compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio

ATTACHMENT B

and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.

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

Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

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

ATTACHMENT B

6. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.
7. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
8. Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
9. Provider’s insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider’s insurance and shall not contribute to it.
10. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

33. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and their respective members,

officials, employees, agents, and volunteers (the “Indemnified Parties”) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys’ fees, court costs, defense costs or other injury or damage (collectively “Damages”), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider’s or its subcontractor’s (s’) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

34. RESERVED

35. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

36. MARKETING

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

37. CHILD SUPPORT ENFORCEMENT

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

38. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

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

39. SCREENING AND SELECTION

A. Criminal Record Check

Provider warrants and represents it will comply with ORC 2151.86 and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or appropriate local Police and Sheriff's Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Individual's record checks must be monitored annually thereafter. Annual checks may be completed via an HCJFS approved record search company or directly with appropriate local Police and Sheriff's Offices. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit nn to allow inspection and audit of the

ATTACHMENT B

above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

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

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

1. prior to allowing an individual to transport a Consumer, an initial satisfactory Bureau of Motor Vehicle (“BMV”) transcript from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual’s state of residence must be obtained; and
2. thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual’s state of residence; and
3. a current and valid driver’s license must be maintained.

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

1. the individual has a condition which would affect safe operation of a motor vehicle;
2. the individual has six (6) or more points on his/her driver’s license; or
3. the individual has been convicted of driving while under the influence of alcohol or drugs.

C. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Provider believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

1. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
2. If the Provider is seeking rehabilitation for any other individual serving HCJFS Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

HCJFS will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Consumers on a case-by-case basis. It is HCJFS' sole discretion to permit a rehabilitated individual to work with, volunteer with or transport our Consumers.

D. Verification of Job or Volunteer Application

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

40. LOBBYING

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

41. DRUG-FREE WORKPLACE

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

42. FAITH BASED ORGANIZATIONS

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

43. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION

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

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-39-08.2.

44. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

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

protection agency regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

45. ENERGY POLICY AND CONSERVATION ACT

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

46. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

47. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

48. ASSIGNMENT AND SUBCONTRACTING

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

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

49. GOVERNING LAW

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

50. LEGAL ACTION

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

51. INTEGRATION AND MODIFICATION

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

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

52. 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.

53. AMENDMENT

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

54. 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.

55. 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.

56. CONTRACT CLOSEOUT

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

57. 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.

58. CONTACT INFORMATION

A. HCJFS Contacts -Provider should contact the following HCJFS staff with questions:

Name	Telephone	Facsimile	Department	Responsibility
	(513) 946-	(513) 946-2384	Contract Services	contract changes, contract language
	(513) 946-	(513) 946-	Program Management	service point of contact, service authorization, invoice review
	(513) 946-	(513) 946-	Fiscal	billing & payment, invoice processing

ATTACHMENT B

B. Provider Contacts -HCJFS should contact the following Provider staff with any questions:

Name	Telephone	Facsimile	Department	Responsibility
			Business Management	contract changes, contract language
			Program Management	service point of contact, service referral contact

ATTACHMENT B

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 ____, 2012.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

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

Approved as to form:

By: _____ Date: _____

Prosecutor's Office
Hamilton County, Ohio

Prepared By: _____

Checked By: _____

Approved By: _____

ATTACHMENT C

HCJFS CONTRACT BUDGET

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

10/1/2012 TO 9/30/2013

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS						0.00
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00

**ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:**

UNIT =

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

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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ATTACHMENT C

HCJFS CONTRACT BUDGET

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

10/1/2013 TO 9/30/2014

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS						0.00
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00

**ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:**

UNIT =

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

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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ATTACHMENT C

HCJFS CONTRACT BUDGET

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

10/1/2014 TO 9/30/2015

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS						0.00
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00

**ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:**

UNIT =

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

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
----------------------	------	------	------	------	------	------

HCJFS CONTRACT BUDGET INSTRUCTIONS

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program/service being proposed. In order to facilitate the process, HCJFS requests that the attached budget be used.

These instructions are designed to assist in the completion the budget. Should you have any questions, please submit them to the HCJFS Contact Person in one of the following ways:

- 1) Fax:

Fax: (513) 946-2384

- 2) E-mail:

HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

- 3) Mail:

Contract Services
Hamilton County Department of Job & Family Services
222 East Central Parkway, 3rd Floor
Cincinnati, OH 45202

PAGE 1 - SUMMARY PAGE

Page 1 is the summary page for all information entered on pages 2 through 9. If you are not using the Excel spreadsheet for the budget, the summary page should be completed after all other budget pages (pages 2 through 9) are finalized. The total amounts for each expense type on this page (A through J) should equal the total amounts of each section on pages 2 through 8.

As the amounts are entered on pages 2 through 9, the total amounts on the summary page will be populated, if using the Excel spreadsheet to complete the budget.

Mgmt Indirect Cost

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency. Mgmt Indirect costs, allocated to the proposed service(s) should not exceed 15% of the total proposed service(s) cost. After allocating Mgmt Indirect costs between Other Direct Services and the proposed service(s), total program expenses for Mgmt Indirect should equal zero.

The Summary Page, once completed, should give a total budget for the service being proposed as well as a picture of your agency's total budget.

HCJFS CONTRACT BUDGET

AGENCY: (Enter legal name of your agency)

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: (Enter name of program, e.g. Foster Care)

(Enter Begin Date of Budget) **TO** (Enter End Date of Budget)

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES						
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

1

****ESTIMATED TOTAL UNITS OF SERVICE**

TO BE PROVIDED:

****TOTAL PROGRAM EXPENSES / TOTAL UNITS OF SERVICE = UNIT RATE:**

\$ _____ \$ _____ \$ _____

****UNIT=** (Define unit - day, hour, trip, etc...)

****If the proposed service is Cost Reimbursement, do not complete.**

TOTAL REVENUE*						
-----------------------	--	--	--	--	--	--

*As the amounts for revenue are entered on page 9 of the budget, total revenue will be populated here.

ATTACHMENT C

Instructions:

Column 1: Description of expenses by type.

Columns 2-4: Totals of the direct costs entered for each section on pages 2 through 8. **Direct costs** are those that can be identified specifically to the service being proposed.

Column 5: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.

Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both Traditional and Therapeutic Foster Care and Residential Treatment and you are responding to a Request For Proposals (RFP) for Traditional and Therapeutic Foster Care, all costs associated with Residential Treatment would be entered under "Other Direct Serv".

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 2 - SECTION A - STAFF SALARIES

This section is used to list all positions by position title, number of staff per position, hours per week per position, annual salary per position, and salaries per position included in the proposed service. All management and administrative positions indirectly associated with the service being proposed should be listed with their corresponding salaries listed under the column, "Mgmt Indirect". All other positions **not** directly or indirectly associated with the service being proposed may be grouped together and listed as "All Other Positions" with their total salaries listed under the column "Other Direct Ser".

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL SALARIES									

2

Instructions:

Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as "Other Personnel".

Column 2: Indicate the number of staff for the position title identified in Column 1.

Column 3: Indicate the number of hours each staff will work each week for the proposed service.

Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as "Other Personnel", you may enter the sum of the salaries.

Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.

ATTACHMENT C

Column 8: Enter the salary costs that are indirectly associated with the service being proposed.

Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.

Column 10: Column 10 is the sum of Columns 5 through 9.

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

This section is used to calculate the employee payroll taxes and benefits.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
B. PAYROLL TAXES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
BENEFITS						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS						

3

Instructions:

Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".

Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.

Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.

ATTACHMENT C

Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

This section is used to list any contracted services such as janitorial, pest control, and security; as well as any professional fees such as consultants and auditors. Also, if you have any contracted employees from a temporary agency who are performing duties either directly or indirectly related to the service proposed; those costs should be entered here. Foster care agencies should enter their Foster Parent fees here. Any subcontractor's costs should be entered here.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
C. PROFESSIONAL FEES & CONTRACTED SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES						

3

Instructions:

Column 1: List all professional fees and contracted services.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

ATTACHMENT C

This section is used to enter costs for items that will be directly used or consumed in the proposed service. These items must be used or consumed within one (1) Consumable supplies that are more of a general supply used within your agency should be entered in the “Mgmt Indirect” column. Examples of some of these costs are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.). Program supplies such as pamphlets, text books, and computer software directly related to the proposed service should be entered in this section as well.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
TOTAL CONSUMABLE SUPPLIES						

4

Instructions:

Column 1: List of consumable supplies by expense type. List any other consumable supplies separately under “Other”.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 4 - SECTION E – OCCUPANCY COSTS

This section is used to enter occupancy costs that will be associated with the proposed service. If your agency is renting the entire building and using all of the space for the proposed service, enter the total rental amount for the building. If your agency is renting the entire building and not using all of the space for the proposed service, the rental cost for the proposed service is calculated by multiplying the Cost per Square Foot by the total Square Footage of the space used for the proposed service. The remaining rental cost should be entered under “Other Direct Ser”.

If your agency owns the building, a charge for depreciation **or** usage allowance is allowable. Depreciation or usage allowance should be applied to the original acquisition cost of the building. Depreciation should be calculated using the straight-line method. The lifespan of a nonresidential building is 31.5 years for property placed in service before May 13, 1993. If the property was placed in service after May 13, 1993 the lifespan is 39 years per the Internal Revenue Service (IRS) (Publication 946). If the building has been fully depreciated, the usage allowance method should be used. The usage allowance is limited to 2% of the original acquisition cost.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ. FT. SQ. FT. _____						
USAGE ALLOWANCE OF BLDG. OWNED @ 2% OF ORIGINAL ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY _____ WATER _____						
TELEPHONE						
OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS						

4

Instructions:

Column 1: Rental – Enter the amount per square foot and the total square footage used for the proposed service.

Usage Allowance of Building – Should be used when building has been fully depreciated. Usage Allowance is limited to 2% of the original acquisition cost.

Maintenance & Repairs – Enter any projected building maintenance and repair costs.

ATTACHMENT C

Utilities – Enter the projected utility costs on the appropriate lines. If heat and electricity is included in the rent, write “included” on this line. If water is included in the rent, write “included” on this line.

Telephone – Enter the projected telephone costs including long distance. Cell phone costs should be entered on this line, also.

Other – List separately any other costs associated with occupancy.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

ATTACHMENT C

This section is used to enter the costs of operation, maintenance, and repairs of agency vehicles when relevant to the delivery of the proposed service. Such costs may be charged on an actual cost basis, a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-profit organization's non-federally sponsored activities. The amount paid for mileage reimbursement should not exceed HCJFS' reimbursement rate, which is the rate determined by the IRS. The reimbursement rate can be found on the IRS website.

Conference and meeting costs are allowable if the primary purpose is the dissemination of technical information relating to the proposed service. Purchased transportation is allowable if required for the delivery of the proposed service.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER (PARKING)						
MILEAGE REIMBURSE. @ PER MILE						
CONFERENCES & MEETINGS, ETC.						
PURCHASED TRANSPORTATION						
TOTAL TRAVEL COSTS						

5

Instructions:

Column 1: List of travel costs by expense type. List any other travel costs separately under, "Other".

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 5 - SECTION G – INSURANCE COSTS

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them

ATTACHMENT C

along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
TOTAL INSURANCE COSTS						

5

Instructions:

Column 1: List of insurance costs by expense type. List any other insurance costs separately under, "Other".

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

ATTACHMENT C

This section is used to enter small equipment (items costing under \$5,000.00 and will be purchased during the budget period); equipment maintenance and repair; equipment lease costs; and depreciation costs for capital equipment (any item or group of like items costing \$5,000.00 or more) relevant to the delivery of the proposed service. Leased equipment in excess of \$5,000.00 must be depreciated. If your agency has, or acquires equipment costing \$5,000.00 or more with an anticipated useful life in excess of one (1) year a charge for depreciation is allowable.

Depreciation should be calculated using the straight-line method. Refer to IRS guidelines to determine the useful life of equipment. Follow the instructions on Page 7 of Budget Form to calculate depreciation.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
H. EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
TOTAL SMALL EQUIPMENT COSTS						
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						
TOTAL EQUIPMENT & REPAIR						
EQUIPMENT LEASE COSTS (DETAIL)						
TOTAL LEASE COSTS						
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)						
TOTAL EQUIPMENT COSTS						

6

Instructions:

Column 1: List of equipment costs by expense type.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

ATTACHMENT C

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the “individual equipment item” is for computer components which are purchased as a group, e.g. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any items of equipment used by the Management Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Item(s) To Be Depreciated	New or Used	Date of Purchase	Total Actual Cost	Salvage Value	Total To Depreciate	Useful Life	Chargeable Annual Depreciation	Percent Used By Service Proposed	Amount Charged to Service Proposed	Which Service Proposed
Total										

7

Instructions:

Column 1: Enter item to be depreciated.

Column 2: Enter “N” for new equipment or “U” for used equipment.

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

Column 6: Subtract value entered in Column 5 from the value entered in Column 4.

Column 7: Enter useful life per IRS guidelines.

Column 8: Divide value in Column 6 by value in Column 7.

Column 9: Enter percent item will be used in the service proposed.

Column 10: Multiply value in Column 8 by percent in Column 9.

Column 11: Enter name of service proposed.

PAGE 8 – SECTION I - MISCELLANEOUS COSTS

This is the section to enter anticipated miscellaneous costs incidental to the delivery of the service proposed. Allowable miscellaneous include costs such as printing, advertising, postage, FBI background checks, and drug testing.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)					
I. MISCELLANEOUS COSTS						
TOTAL MISCELLANEOUS COSTS						

8

Instructions:

Column 1: List miscellaneous costs separately.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 8 – SECTION J - PROFIT MARGIN

This section is for for-profit entities only. Enter the amount of anticipated profit being charged to the service proposed. The profit margin will be negotiated during contract negotiations.

ATTACHMENT C

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
J. PROFIT MARGIN (For profit entities only- indicate the amount)						

8

PAGE 8 – SECTION K – SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION

This is the grand total of Sections A through J for each column. The values on this line should equal Sub-Total of Expenses Before Mgmt Indirect Allocation on Page 1 - Summary Page.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						

8

PAGE 9 – REVENUE BY PROGRAM SERVICES

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed

ATTACHMENT C

separately (e.g. HCJFS, Butler County, etc.). “Fees From Clients” should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

Total revenues shown **MUST** equal or exceed the total expenses shown on Page 1 – Summary Page.

REVENUE PREPARED FOR PERIOD
(Enter Begin Date of Budget) **TO** (Enter End Date of Budget)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
REVENUE BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUE
A. GOVERNMENTAL AGENCY FUNDING (specify agency)						
HCJFS						
B. OTHER FUNDING						
Fees From Clients						
Contributions						
Awards & Grants						
Other (specify)						
TOTAL REVENUE						

9

Instructions:

Column 1: List funding sources.

Columns 2-4: Enter the revenues that are directly associated with the service proposed.

Column 5: Enter revenue such rental of facilities, interest income, investment income, contributions, etc.

Column 6: Enter all other revenues that are not associated with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

ATTACHMENT D

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 6/05)

I. Overview

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

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

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

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

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

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

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

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

ATTACHMENT D

3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

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

ATTACHMENT D

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

ATTACHMENT E

Declaration of Property Tax Delinquency
(ORC 5719.042)

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

Print Name_____ Date_____

Signature _____

State of Ohio - County of Hamilton Notary

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

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****

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 by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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, financial services, 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.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
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			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) 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.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- 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
- 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
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- 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
- 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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

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 above on of this declaration.

ATTACHMENT F

APPLICANT SIGNATURE X	DATE
---------------------------------	------



Department of
Job and Family Services

John R. Kasich, Governor

Michael B. Colbert, Director

April 17, 2012

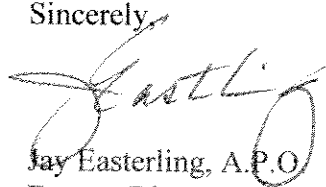
Dear CSEA Director:

This letter is to announce the release of the Ohio Department of Job and Family Services (ODJFS) Request for Grant Application (RFGA) Number: JFS-R-1213-09-8032, for Access and Visitation Services, for the purpose of soliciting proposals from county Child Support Enforcement Agencies (CSEAs) interested in providing a program of Access and Visitation Services. Projects to be funded through this RFGA process must be designed to enhance the emotional and financial well-being of children by supporting visitation of children by their non-custodial parents. Grant applications in response to this RFGA must outline the development and administration of such programs which are designed to achieve the programmatic goals of the federal funding in their respective counties.

If you are interested in submitting a proposal for this important project, please visit the ODJFS web site for procurement opportunities at <http://www.jfs.ohio.gov/rfp/> and follow directions for accessing this RFGA. If you experience problems opening this ODJFS URL, please contact the RFP/RLB Unit at (614) 728-5693.

Responses must be prepared and submitted in strict accordance with the requirements and time frames given in the RFGA. Thank you for your attention to this request.

Sincerely,



Jay Easterling, A.P.O.
Deputy Director

30 East Broad Street
Columbus, Ohio 43215
jfs.ohio.gov

An Equal Opportunity Employer and Service Provider

REQUEST FOR GRANT APPLICATIONS

Access and Visitation Services

RFGA # JFS-R-1213-09-8032

Issued By:

The Ohio Department of Job and Family Services

April 18, 2011

REQUEST FOR GRANT APPLICATIONS (RFGA):

Access and Visitation Services

RFGA #: JFS-R-1213-09-8032

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SECTION IX. APPENDICES

- A. Letter from CSEA Director authorizing the grant application (*To be completed on County CSEA letterhead & included in application packet as specified in Sec. 5.2, A.*)**
- B. Local Service Provider Worksheet (*Provided as an example of a reporting document to be used by selected projects – do not return with applications.*)**
- C. Certification of In-Kind Contribution (*To be completed & included in application packet as specified in Sec. 5.2.*)**
- D. Sub-grantee Certification Form (*To be completed & included in application packet for each sub-grantee used as specified in Sec. 4.6*)**
- E. Invoice Template Sheet (Required use of invoice template that must be submitted to ODJFS with each monthly invoice)**
- F. Child Access and Visitation Grant State Agency Program Survey**

REQUEST FOR GRANTAPPLICATIONS (RFGA):

Access and Visitation Services

RFGA #: JFS-R-1213-09-8032

SECTION I. GENERAL PURPOSE & GRANTEE INFORMATION

1.1 Purpose

The Ohio Department of Job and Family Services (ODJFS) releases this Request For Grant Applications (RFGA) for the purpose of soliciting applications from county Child Support Enforcement Agencies (CSEAs) for the development and administration of programs, which will achieve the programmatic goals of the federal funding in the respective counties. Under the terms of this funding source, ODJFS will only fund projects, in the scope of this grant, that include at least one of the following four program components:

1. Court-ordered or voluntary mediation, centering on access and visitation disputes arising as a result of divorce or paternity establishment, and should include a parenting plan;
2. Neutral drop-off and pick-up points for visitation which must include security;
3. Supervised visitation which must include security;
4. Parenting class.

CSEAs are required to develop their application to provide one or more of the above four eligible services in partnership with existing community agencies, service organizations, advocacy groups, or Domestic or Juvenile Courts. **However, the CSEA must actually submit the application and be identified as the lead agency through which all grant funding will flow; applications submitted to ODJFS from any organization other than CSEAs will be disqualified.** Applications will be evaluated in part on the applicant's development and use of these partnerships.

1.2 Issuing Office

This RFGA is released by and the subsequent grant award(s) will be with ODJFS. The ODJFS Office of Child Support (OCS), which will administer the grant agreement, is responsible for state level supervision.

1.3 Background

In 1997, Ohio's then-governor, George Voinovich received correspondence from the U.S. Department of Health and Human Services regarding the availability of grants to states for access and visitation programs. Interested states were to designate a single state agency to handle the grant. The Ohio Department of Job and Family Services, Office of Child Support, was designated as the state agency. OCS invited Ohio's eighty-eight (88) County CSEAs to each submit an application for this project. Nineteen applications were received and reviewed, and ten CSEA applications were accepted. The ten CSEAs were Cuyahoga, Erie, Green, Lucas, Marion, Mercer, Stark, Trumbull, Tuscarawas and Washington. The CSEAs received their funding in January 1998. Even though the projects were developed, the actual implementation took several months. When funding became available again in October 1998, a decision was made to continue with the original pilot counties, as these pilot counties did not have enough time to implement the program to indicate any type of results. In the third year of the project, an extensive review was completed by OCS for the ten pilot CSEAs. Some CSEAs were still experiencing difficulties with the scope of their programs, but most CSEAs were showing significant improvements. CSEAs experiencing difficulties or CSEAs that still had a large amount of unspent grant money were not given additional funding for the 1999-2000 grant year, although most of these CSEAs continued

participation in the program. The unexpended money allowed for the addition of four new CSEAs into the program (i.e., Butler, Darke, Defiance, and Pickaway) for the 1999-2000 grant years only.

Each original pilot CSEA partnered with their courts, community non-profit organizations currently providing visitation services and neutral drop-off services, children services, or with other local community organizations involved in helping families. Various services have been provided to families within the local community. The services range from; mediation, supervised visitation, parenting classes, neutral drop-off and pick-up services, or all of the services mentioned. A court order for child support was not mandatory for a family's participation. Some services were provided to grandparents with custody of children, and around conflicts between parents and child or children and unwed parents. While financial support continues to remain a key component of the IV-D Program, all services which advance the objective of enhancing or establishing a parent/child relationship are beneficial.

OCS is issuing this RFGA to invite Ohio's eighty-eight (88) CSEAs to submit an application for federal grant money available for the period of October 1, 2012 through September 30, 2015. Those CSEAs that currently have an Access/Visitation grant effective through September 30, 2012, may respond to this RFGA, and if awarded their new grant period would be effective October 1, 2012. Additionally those CSEAs that currently have an Access/Visitation Grant, must respond to this RFGA if they wish to be eligible to receive grant monies after September 30, 2012.

1.4 Overview of the Project

This grant money consists of 90% federal funding made available under Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA). A non-federal share of 10% funding of cash or in-kind contributions must be made by the CSEA, partners, or a neutral third party. **Grant funding may not be used as match for federal reimbursement of any expenses under Title IV-D. In addition, program income (client fees, etc.) may not be used as match for this grant. Any program income must be deducted from total expenses before invoicing the Office of Child Support (OCS).** CSEAs are advised that the use of any grant money awarded is to be considered as non-critical funding. The grant award should not be considered as vital to the continuation of an existing program and should be used to attract additional financial resources from the local community. Ohio's funding for the Access/Visitation Grant program is contingent upon receipt of approval from the federal Office of Child Support Enforcement (OCSE) for the Access/Visitation Grant for the federal fiscal years beginning October 1, 2012, October 1, 2013, and October 1, 2014. Should the necessary funding for this program become unavailable, or if for any other reason, ODJFS determines that it is not in its best interests to do so, ODJFS is under no obligation to award grants to CSEA grant applicants. CSEAs that have previously applied and were denied and/or CSEAs that are currently participating in the Access/Visitation Grant may apply for this grant.

The grant funds to be awarded by ODJFS to CSEAs will be used for the purpose of establishing programs to support and facilitate non-custodial parent's access to and visitation with their children and to encourage the payment of child support.

OCS will award a minimum of \$45,000 to the selected CSEAs. A balance in statewide geographic representation will be sought as well as a mix of urban and rural communities.

1.5 Objectives of the Project

As previously mentioned the objective of this program is to support and facilitate non-custodial parents' access to and visitation with their children, and to encourage the payment of child support. To achieve this, ODJFS

plans to award grants to CSEAs which submit qualified applications for programs that identify and serve their county's local needs for improved access for all parents, and to support safe and dependable visitation services.

OCS strongly encourages grant applicants to submit applications for mediation services and/or parental education classes to families immediately upon filing for dissolution or divorce, thus emphasizing the rights and obligations of both parents to provide mutual decision-making in their children's lives without judicial intervention. Statistics at the federal level indicate that parents who remain involved with their children are more likely to provide financial and emotional support. Successful mediation, parenting classes, and supervised visitation should go hand-in-hand in strengthening family relationships and financial obligations.

1.6 Anticipated Procurement Timetable

Wednesday April 18, 2012	ODJFS Releases RFGA to prospective Grantees Question & Answer (Q & A) Period opens.
Tuesday May 8, 2012	Q & A Period closes (10 a.m.).
Monday May 14, 2012	ODJFS provides final Grant Applicant Q & A Document.
Thursday June 14, 2012	<i>Deadline for Applicants to Submit Applications to ODJFS (3 p.m.).</i>
Friday June 22, 2012	ODJFS Issues Letter of Intent to Award Grants and Notifies all Grant Applicants. (Estimated)
October 1, 2012	Implementation—estimated (When grantee has been notified that funds have been encumbered and all necessary approvals have been obtained.)

ODJFS reserves the right to revise this schedule in the best interest of the state of Ohio and/or to comply with the state of Ohio procurement procedures and regulations and after providing reasonable notice.

1.7 Internet Q & A Period; RFGA Clarification Opportunity

Grant applicants may ask clarifying questions regarding this RFGA via the Internet during the Q & A Period as outlined in Section 1.6, Anticipated Procurement Timetable. To ask a question, grant applicants must use the following Internet process:

Access the ODJFS Web Page at <http://www.state.oh.us/ODJFS>;
Select “Doing Business with JFS” at the bottom of the JFS home page;
Select “RFP’s” on the right side page menu;
RFGA Number: JFS-R-1213-09-8032;
Select “Ask a Question about this RFGA” function; and
Follow the instructions to send an e-mail question.

Questions to this RFGA must reference the relevant part of this RFGA, the heading for the provision under question, and the page number of the RFGA where the provision can be found. The applicant must also include the name of a representative of the potential applicant, the CSEA name, and agency contact phone number. ODJFS may, at its option, disregard any questions which do not appropriately reference an RFGA provision or location, or which do not include identification for the originator of the question. ODJFS will not respond to any questions submitted after 10:00 a.m. on the date that the Q & A period closes.

ODJFS responses to all questions asked via the Internet will be posted on the Internet web site dedicated to this RFGA, for references by all potential applicants. Grant applicants will not receive personalized or individual e-mail responses. Clarifying questions asked and ODJFS responses to them comprise the “ODJFS Q & A Document” for this RFGA; when possible, ODJFS may post an interim Q & A Document as well as the final version. Applicant applications in response to this RFGA are to take into account any information communicated by ODJFS in the Final Q & A Document for the RFGA. **It is the responsibility of all potential applicant to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding any RFGA.**

Accessibility to the ODJFS Q & A Document will be clearly identified on the web site dedicated to this RFGA, once that document is made available.

IMPORTANT: Requests from potential applicants for copies of previous RFGAs, past applicant applications, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. PRRs, submitted in accordance with directions provided in Section 1.8, Communications Prohibition, will be honored. The posted time frames for ODJFS responses to questions for RFGA clarification do not apply to PRRs.

Applicants are to base their RFGA responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in the RFGA for the future contract, NOT on details of a current or past related grant agreement(s). Requirements under a current project may or may not be required by ODJFS under any future grant agreement, and so may not be useful information for applicants who choose to respond to the RFGA. If applicants ask questions about existing or past grant agreements using the Internet Q & A process, ODJFS will use its discretion in deciding whether to provide answers.

There is an established time period for the Internet Q & A process (see Section 1.6, Anticipated Procurement Timetable, above). ODJFS will only answer those questions submitted within the stated time frame for submission of applicant questions, and which pertain to issues of RFGA clarity, and which are not public records requests. ODJFS is under no obligation to acknowledge questions submitted through the Q & A process if those questions are not in accordance with these instructions.

1.8 Communications Prohibition

From the issuance date of this RFGA, until an actual grant is awarded to a grantee, there may not be communications concerning the RFGA between any grantee which expects to submit an application and any employee of ODJFS in the issuing office, or any other ODJFS employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFGA or the selection of the grantee.

The only exceptions to this prohibition are as follows:

- A. Communications conducted pursuant to Section 1.7, Internet Q & A Period;
- B. As necessary in any pre-existing or on-going business relationship between ODJFS and any grantee which could submit an application in response to this RFGA;
- C. As part of an interview necessary for ODJFS to make a final selection;

- D. If it becomes necessary to revise any part of this RFGA, revisions will be sent in writing to all applicants on the original mailing list for the RFGA, as well as anyone participating in the a clarification process conducted pursuant to Section 1.7, Internet Q & A Period; and
- E. Any Public Records Request (PRR) made through the ODJFS Office of Legal Services:

Requests from potential applicants for copies of previous RFGAs, past applicant applications, score sheets or grant agreements for this or similar past projects, are Public Records Requests (PRRs), and are not clarification questions regarding the present RFGA. PRRs, submitted in accordance with directions provided in this Section 1.8, Communications Prohibition, will be honored. The posted time frames for ODJFS responses to Internet or faxed questions for RFGA clarification do not apply to PRRs. The PRR must comply with the following guidelines:

1. The PRR may be filed by a prospective or actual grantee and must be submitted in writing via mail or fax and shall contain the following information:
 - a. The name, organization (if applicable), address, telephone and fax number of the requester;
 - b. The specific name and/or number of the past RFGA, application or grant agreement being requested;
2. All requests must be filed at the following location:

Chief Legal Counsel
Office of Legal Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414

ODJFS is not responsible for the accuracy of any information regarding this RFGA that was obtained or gathered through a source different from the Question and Answer process described in this RFGA. Any attempts at prohibited communications by applicants may result in the disqualification of those applicants' applications.

1.9 Time Frames and Funding Available

ODJFS is seeking to enter into an agreement with a maximum of seven (7) grantees commencing October 1, 2012 (or upon notification of all grant and funding approvals), and ending September 30, 2015 with the option to renew the contracts for an additional two years. Those CSEAs that currently have an Access/Visitation Grant, must respond to this RFGA if they wish to be eligible to receive new grant funding after September 30, 2012. There will be no other opportunities, with the exception of this RFGA, for CSEAs to apply for additional funding after the period ending September 30, 2012

ODJFS plans, contingent on the availability of necessary funds, to issue grant awards to those grant applicants whose applications meet the criteria outlined in this RFGA. The Access/Visitation Grant program anticipates that funding will be available for a number of projects, however, that number is dependent upon the number of qualified applications received. **However, applications selected by ODJFS for funding, may or may not,**

receive grant awards equal to their requested budgets (less 10% match). When selected, the sub-recipient activities will be monitored by the OCS Grant Manager to ensure appropriate spending patterns and proper use of grant funding. If grant funds are not being adequately utilized, ODJFS/OCS reserves the right to reduce a grant award.

The actual dollar amounts awarded for selected applications will be based on the amount of federal funding made available to ODJFS, and the number of grant applications which are both qualified and selected for award. Applications are qualified if they are in accordance with the application submission requirements, and earn at least the minimum score requirements for quality and completeness of applications, as specified in this RFGA. Scoring and final selections will be completed by an Application Review Team (ART) selected by ODJFS/OCS. To make its final selection of applications, which will receive awards and to determine the size of those awards, ODJFS may, at its option, take into consideration application quality, reasonableness and appropriateness of the proposed budget, geographic diversity, rural and urban mix, local collaborations and funding available.

ODJFS may, at its option, make selections based in part on geographical and demographic criteria in order to provide a wide range of services around the state, and in both urban and rural areas. Grant applicants are encouraged to prepare and submit applications and budgets which are both practicable and capable of creating significant improvements in the areas of access and visitation for families in their counties.

Applicant CSEAs are strongly encouraged to collaborate with other public and/or private service providers in their counties. Grant awards which may result from this RFGA are to be considered as non-critical funding for building their programs.

Since state law prohibits ODJFS from making financial commitments beyond the fiscal biennium, the grant agreements with the selected grantee(s) will be subject to renewal each biennium. Renewal is contingent upon the availability of funds and satisfactory performance by the grantee.

Grant applicants are to be aware that ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised project budget if the project budgets of all technically qualifying applicants are in excess of the available funding for this project. Please refer to Section 6.1 C. of this RFGA for further information on ODJFS procedures to be implemented if this occurs.

SECTION II. VENDOR EXPERIENCE AND QUALIFICATIONS

2.1 Mandatory Qualifications

In order to be considered for the grant expected to result from this RFGA, ODJFS requires that interested vendors meet, at minimum, **all** the following qualification requirements:

1. The application must include at least one of the following four program components: Court-ordered or voluntary mediation; Neutral drop-off and pick-up; Supervised visitation; Parenting class.
2. The application must clearly define how the agency will ensure the safety of program participants while services are being provided.
3. The application was submitted to ODJFS by the local CSEA and is identified as the lead agency.

4. The applications must explain any existing or pending county partnerships with private or other public agencies which will be involved in any facet of the proposed program. The roles and responsibilities of the various partners in the proposed activities must be clearly described.
5. The application must be received at the specified location by the deadline as specified in Sections 1.6 Anticipated Procurement Timetable, and 5.1 Application Submission.
6. Vendor's application must include all required affirmative statements and certifications, signed by the vendor's responsible representative, as described in Attachment E to the RFGA.
7. Included in those certifications, the vendor states that it is not excluded from entering into a contract with ODJFS, due to restrictions related to the federal debarment list, unfair labor findings, or R.C. § 9.24.

Applications which do not meet all the above qualifications will be disqualified from further consideration for grant award.

2.2 Applicant Qualifications

In order to be considered for a grant award expected to result from this RFGA, applicants' applications must address all the following minimum qualifications as well as *partner* and *key staff* experience and capabilities.

Partner is defined as service provider with which CSEA has entered into an agreement for the access/visitation services.

Key staff is defined as individuals assigned to the project with the appropriate education and experience to meet the proposed objectives of the program.

The application must fully describe the partnership participants' roles and functions (for the applicant CSEA and each individual partner organization). Information must include facts such as the project roles of each organization, which partners will provide services, whether the partner organizations have collaborated with the CSEA on this or similar projects in the past, how project implementation will be staffed, and how those staff members qualify to meet RFGA objectives.

A. Organizational Experience and Capabilities of the Direct Services Provider

1. Describe the organizational background of the Direct Services Provider. Provide such information as the size of the agency, its history in that or other geographic areas, its charter, its length of time providing access/visitation or related services, its administrative structure, etc.
2. Provide a narrative description of the Direct Services Provider's history and credentials in providing access/visitation services or other human services involving supervised intervention, dispute resolution, parenting instruction, or other similar project goals.

B. Key Staff Experience and Capabilities

The applicant must demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and resume(s) / curriculum vitae (CV). The applicant must, at minimum:

1. Identify, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include a project manager at provider's office, an accountant at the provider's office and a grant manager at the CSEA).
2. Include resume(s)/CV of key staff expected to work on the project. Applications lacking demonstration of the appropriate education and experience shall be disqualified from consideration.
3. Staff to teach parenting classes must have a degree in education or a related field, and must demonstrate experience in designing and/or presenting adult educational programs such as parenting classes. Mediators must possess a related certification, license or degree. For the supervised visitation and supervised exchange security must be provided.
4. The staff accountant must have an accounting degree or accounting experience with federal grants.

SECTION III. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

3.1 Scope of Project Work

Applicants for the grant awards must propose programs which will provide services to advance the accomplishment of the objectives of this RFGA (see Sections 1.4 and 1.5) and Scope of Work. The following must be clearly stated in the Access and Visitation Services application submitted by the CSEAs:

- A. **Applications must address one or more of the following four areas of service. Applications focusing on or including mediation or parenting education will receive an extra 10 points to the phase two final score.**
 - 1 **Court ordered or voluntary mediation.** This service would center on access/visitation disputes. Providing these services to clients immediately upon their filing for divorce or dissolution could resolve future problems in this area.
 - 2 **Neutral drop-off/pick-up points for visitation.** This service would alleviate problems between residential and non-residential parents. This service is valuable when domestic violence is present or alleged.
 - 3 **Supervised visitation.** This service could be beneficial in establishing a relationship with a parent/relative previously unavailable to the child or to enhance a relationship between both parents and child.
 - 4 **Parenting Education Classes.** Provide awareness for parents as to how their actions may affect their children.

- B. Agencies that **provide neutral drop off and pick up and/or supervised visitation** must be able to ensure the personal safety of the program participants. The application must clearly and specifically describe security measures used to provide a safe environment for all participants. **At a minimum, security plans must include written policies and procedures which describe how security equipment will be used to monitor program participants that include, but are not limited to:**
1. Intake and case review;
 2. Collaborating with local law enforcement to facilitate a rapid response;
 3. Reviewing security measures on a regular basis;
 4. Ensuring that the facility meets all state and local fire, building, and health codes;
 5. Establishing written protocols for emergency situations; and
 6. Describing the process that ensures confidentiality and safety for all client documentation and files.
- C. **Additional Security Measures in High-Risk Situations: When there is any risk of violent behavior or highly conflicted interaction by one parent against the other or between parents, providers must have:**
1. Written policies and procedures that describe the layout of the premises or other arrangements that keep parents physically and visually separate;
 2. Client Intake Process Procedures Manual including rules and regulations that describe how contact or interaction between the parents will be prohibited;
 3. Copies of relevant court documents readily available;
 4. A safety response plan for the agency; and
 5. A documented plan for safe arrival and departure and safe use of the service for the client at risk.
- NOTE:** ODJFS will conduct periodic on-site reviews by staff from the Office of Child Support (OCS), for the purpose of monitoring compliance at the facilities and locations where the program participants are receiving services. ODJFS/OCS staff will verify the program participant's safety by monitoring the agency rules, processes, regulations, safety equipment and security measures.
- D. Describe the key goals and objectives of the application as well as provide a comprehensive and detailed description of each outcome to be achieved within each component of the program, indicating the type of change targeted.
- E. Provide a comprehensive and detailed description of each component of the activities that will be furnished to the target population(s). For example, for applications which include face-to-face mediation services; describe who will provide services, who are the partners for neutral drop-

off/pick-up services, describe who will operate the site, where the site will be located, what type of security will be provided, and for supervised visitation; describe who will operate the site, where the site will be located, what type of security will be provided; for parenting classes, describe who will teach the class, where will the class be located? Will mediation, supervised visitation, and/or parenting classes be court ordered or voluntary? If voluntary, what incentive will there be for participants to attend? If ordered by the court, will fees be charged? And who will pay the fees?

- F. Describe in detail the target population(s). Please include information about the type and number of individuals being served or potentially to be served. Are participants married, separated, divorced, or never married? Describe the geographic location of the participants that are being served; urban or rural? Do most of the participants have a child support order?
- G. Provide a time line for each component of the program displayed by SFY focusing on when individual activities will be performed and/or services provided and their expected duration.
- H. Provide a comprehensive and detailed description of the roles and duties of any partners who will participate in the program. Include a description of the manner in which these partnerships will be established (by contract, cooperative agreement, etc.). Describe in detail the manner of payment, if any, to these partners.
- I. Establish a status-reporting procedure for reporting work completed and resolution of unanticipated problems.
- J. Provide a detailed description on how specific data on each component of the program(s) will be collected, maintained and reported quarterly to ODJFS. This data must include, but is not limited to, the number of participants in each program, Referral Source (self, court, IV-D, etc), Participant Information (father, mother, grandparent, etc), Marital Status, Race/Ethnicity, Income, Services Provided and Outcomes. Outcomes shall measure both increased parenting time with children as well as data on child support payments due and paid by program participants three months before participating in the program and three months after program participation. The sample form on which the information must be captured and reported to ODJFS is Appendix E.
- K. Identify and describe the technical approach and work plan of the proposed programs deliverables/activities that are to be implemented as well as discuss in detail how those deliverables will be accomplished. All deliverables/program activities must be designed to advance the objectives of this RFGA. Additionally, each deliverable/program activity must be explicitly identified as fitting into one of the four areas of service described in Section 3.1, Scope of Project Work, of the RFGA or a thorough justification for anything beyond those areas of service must be provided.
- L. Provide a narrative clearly describing when an access and visitation service is terminated. Describe the procedures that will be taken to terminate a participant from the program who no longer uses any of the access and visitation services.
- M. The applicant must explain and demonstrate how they plan to measure parenting times as it relates to implementing access and visitation services. Applicants for the grant awards must provide a narrative that clearly explains the methods and tools to be used to measure if the non-custodial parenting time has increased.

- N. For the purpose of maintaining the access and visitation services, the use of the grant money awarded is to be considered as non-critical funding. Provide a narrative that details how the applicant will obtain additional financial resources, or already has obtained additional funding from the local community.
- O. Applicants for grant awards must provide a narrative detailing how child support collections will be tracked and recorded for all noncustodial parents who are ordered to pay child support, and participate in the access/visitation program. Explain the process that will be used to obtain the amount of the child support obligation due and the amount collected three months prior to the noncustodial parent beginning the access/visitation program, and the child support obligation due and the amount collected three months after the noncustodial parent leaves the program. (**See Appendix B**).
- P. Prepare a budget summary for the program. OCS will be awarding grants at a minimum of \$45,000 per year. Any budget submitted for less than \$45,000 per year will not be considered. Program budgets must be at a minimum \$45,000.00 per year. (This represents the 90% share, the in kind match must be at least \$4,500) Grant applicants are reminded that grant funds are to be used as non-critical funding for existing programs or to help in developing a new program in the community. Program Budgets must clearly indicate a minimum of 10% cash or in-kind match to qualify for consideration. Applicant CSEAs are strongly encouraged to partner with existing non-profit organizations within the community and to partner with local Domestic and Juvenile Courts if CSEAs have a mediation component or wish to establish one.

3.2 Narrative Description of Proposed Project—Proposed Work Plan

Grant applicants are to include, at minimum, the following narrative structures and technical approach for the proposed work plan. The applicant (i.e., CSEA) shall:

- A. State the key objectives of the proposed project. [NOTE: Applicants are advised to refrain from simply restating the objectives as identified in Section 1.5 and Scope of Work, Section 3.1, of this RFGA.];
- B. Provide a technical approach and work plan to be implemented. This includes a proposed timeline for the project;
- C. Provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems; and
- D. Provide a current organizational chart (including any sub-grantees) and specify the key management and administrative personnel who will be assigned to this project. Providers must have someone with an accounting degree or accounting experience with federal grants devoted to this grant.

3.3 Specifications of Deliverables

The deliverables for each grant awarded through this RFGA will be based upon the application made by the accepted applicant CSEAs. While a number of programs may be funded under this RFGA, each resulting grant

will identify deliverables unique to its program. However, the funded programs will be similar in that they will all focus on some form or combination of the access and/or visitation services outlined in Section 3.1.

Applications must clearly identify the deliverables, or program activities, to be accomplished with the grant funding. Where possible, a description of expected outcomes from those activities, such as rates of improvements, or numbers of parents to be enrolled in program-sponsored parenting classes, should also be included. Applications should display deliverables (program activities), or distinct parts or phases of deliverables by state fiscal year, if possible.

STATE FISCAL YEAR	STATE BIENNium
SFY 13 : OCTOBER 1, 2012 - JUNE 30, 2013	JULY 1, 2011 - JUNE 30, 2013
SFY 14 : JULY 1, 2013 - JUNE 30, 2014	Next
SFY 15 : JULY 1, 2014 - JUNE 30, 2015	

All applications must specify a schedule for program reports, and provide summaries of the proposed contents and purpose of each.

SECTION IV. OTHER REQUIREMENTS

4.1 Interview

CSEAs submitting applications may be requested to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include participants from the CSEAs &/or the vendor. ODJFS reserves the right to select from responding applicants for interviews and may not interview all applicants submitting applications. The grant applicant shall bear all costs of any scheduled interview.

4.2 Start Work Date

The selected grantee must be able to begin work no later than seven (7) working days after the time funds are encumbered and approved by the Office of Budget & Management. The selected grantee(s) will be notified by the ODJFS Grant Manager when work may begin. Any work begun by the grantee prior to this notification will NOT be reimbursable by ODJFS.

4.3 Application Costs

Costs incurred in the preparation of this application are to be borne by the applicant; ODJFS will not contribute in any way to the costs of the preparation. Any costs associated with any application review interviews (if applicable) will not be ODJFS responsibility.

4.4 Trade Secrets Prohibition; Public Information Disclaimer

Prospective grantees are prohibited from including any trade secret information as defined in ORC 1333.61 in their applications in response to any ODJFS RFGA, Requests for Letterhead Bids (RLB) or other procurement

efforts. ODJFS shall consider all applications voluntarily submitted in response to any ODJFS RFGA to be free of trade secrets and such applications shall, in their entirety, be made a part of the public record.

All applications and any other documents submitted to ODJFS in response to any RFGA, RLB, etc., shall become the property of ODJFS. After the selection of the grantee, any applications submitted in response to an RFGA are deemed to be public records pursuant to ORC 149.43. The term “application” shall mean both the technical and the program budget, if opened, submitted by the prospective grantee, any attachments, addenda, appendices, or sample products.

Any applications submitted in response to any ODJFS RFGA, RLB, etc., which make claims of trade secret information shall be disqualified from consideration immediately upon the discovery of such unallowable claim.

4.5 Grant Agreement Requirements

- A. Any grant agreement resulting from the issuance of this RFGA is subject to the terms and conditions as provided in the grant agreement contract, which is included as Attachment A of this RFGA;
- B. Many of the terms and conditions contained in the grant agreement (See Attachment A) are required by state and federal law; however, the applicant may propose changes to the grant agreement by annotating the model. Any changes are subject to ODJFS review and approval;
- C. Payments for any and all services provided pursuant to the grant agreement are contingent upon the availability of state and federal funds;
- D. All aspects of the grant apply equally to work performed by any and all sub-grantees;
- E. The grantee, and any sub-grantee(s), will not use or disclose any information made available to them for any purpose other than to fulfill the duties specified in the RFGA. The grantee, and any sub-grantee(s), agrees to be bound by the same standards of confidentiality that apply to the employees of ODJFS and the State of Ohio. Any violation of confidentiality will result in an immediate termination of the grant agreement, and may result in legal action;
- F. As a condition of receiving a grant agreement from ODJFS, the grantee, and any sub-grantee(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to Section 3113.217 of the ORC. The grantee, and any sub-grantee(s), must also agree to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring that the grantee or employees of the grantee meet child support obligations established under state law;
- G. The grantee, and any sub-grantee(s) that the grantee deems appropriate, agree to be monitored by ODJFS staff on an annual or as needed basis;
- H. By signing a grant agreement with ODJFS, an applicant agrees that all necessary insurance is in effect; and
- I. Each county CSEA selected for participation in this program must agree to collect, maintain and report specific data on each component of their program as requested by ODJFS. Selected grantees will be required to submit quarterly reports in a standardized format, which will be

supplied by ODJFS. Each county CSEA must also agree to participate in any data collection or evaluation required by the federal Office of Child Support Enforcement.

4.6 Sub-grantee(s)

Any grantee proposing to use a sub-grantee(s) for any part of the work described in this RFGA, must clearly identify the sub-grantee(s) in their application. The application must include a sub-grantee agreement from the proposed sub-grantee(s) (see Attachment), signed by a person authorized to legally bind the sub-grantee(s), indicating the following:

- A. The sub-grantee(s) legal status, federal tax ID number, and principle place of a business address;
- B. The name, phone number, and fax number of a person who is authorized to legally bind the sub-grantee(s) to contractual obligations;
- C. A complete description of the work the sub-grantee will do, financial term(s) and a time frame of agreement;
- D. A commitment to do the work, if the grantee is selected; and
- E. A statement that the sub-grantee(s) has read and understands the RFGA, the submitted application, the nature of the work, and the requirements of the RFGA.

4.7 Public Release of Records

Public release of any evaluation or monitoring reports funded under this grant agreement will be made only by ODJFS. Prior to public release of such reports, ODJFS must have at least a 30-day period for review and comment.

4.8 Confidentiality

All grant agreements will require that the grantee maintain the confidentiality of information and records which state and federal laws, rules, and regulations require to be kept confidential.

4.9 Key Personnel

ODJFS may require a clause in the resulting grant agreement regarding key personnel in that any person identified as critical to the success of the project may not be removed without reasonable notice to ODJFS.

The ODJFS Contract Manager must be informed in writing, if the grant manager for the CSEA or the director of the provider and facility changes over the course of the project.

4.10 Ethical and Conflict of Interest Requirements

- A. No grantee or individual, company or organization seeking a grant agreement shall promise or give to any ODJFS employee anything of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to his or her duties;

- B. No grantee or individual, company or organization seeking a contract shall solicit any ODJFS employee to violate any of the conduct requirements for employees;
- C. Any grantee acting on behalf of ODJFS shall refrain from activities which could result in violations of ethics and/or conflicts of interest. Any grantee or potential grantee that violates the requirements and prohibitions defined here or of Section 102.04 of the ORC is subject to termination of the agreement or refusal by ODJFS to enter into a grant agreement; and
- D. ODJFS employees and grantees who violate Sections 102.03, 102.04 2921.42 or 2921.43 of the ORC may be prosecuted for criminal violations.

4.11 Health Insurance Portability & Accountability Act (HIPAA) Requirements

As a condition of receiving a contract from ODJFS, the grantee, and any sub-grantee(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and Sections 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the grantee from or on behalf of ODJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR164.501 and any amendments thereto. The selected vendor can reasonably anticipate HIPAA language in the contract that results from this RFGA.

SECTION V. APPLICATION FORMAT & SUBMISSION

5.1 Application Submission

The application must be prepared and submitted in accordance with instructions found in this section. Six (6) copies of the Technical Application must be received by ODJFS, Office of Contracts and Acquisitions, **no later than 3:00 p.m. on Tuesday, June 14, 2012.** Applications received after this date and time will not be reviewed. Material mailed or submitted separately from the application packet will not be accepted or added to the application by staff of ODJFS. Faxed applications will not be accepted. Applications must be addressed to:

Office of Contracts & Acquisitions
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, OH 43215-3414

For hand delivery on the due date, prospective grantees are to allow sufficient time for downtown delivery (address as stated above) and again on the 31st Floor. All applications on the due date will be accepted at the ODJFS Bid Room which is managed by the Office of Contracts & Acquisitions on the 31st Floor of the Rhodes Tower.

All submissions must be received by mail or hand delivery by the above date and time. Materials received after the submission deadline date will not be included in previous submissions nor be considered. No confirmations of mailed applications received will be sent.

Submission of an application indicates acceptance by the applicant of the conditions contained in this RFGA, unless clearly and specifically noted in the application submitted and confirmed in the grant agreement between ODJFS and the applicant selected.

NOTE: Grant applicants are required to submit one additional copy of their complete technical application, including any required or voluntary attachments, and one additional copy of the program budget, including any required or voluntary attachments, each on a separate CD-ROM, in non-rewriteable CD format. The requested CDs would be used for storage/archiving purposes only, and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFGAs for grant awards, as the agency lessens its dependence upon paper records.

Application submissions must contain a Technical and Budget Application:

A. Technical application must contain:

1. A description of the key goals and objectives of the proposed program as well as a comprehensive and detailed description of each outcome to be achieved within each component of the program, indicating the type of change targeted. (See Sec. 3.1, D.)
2. A comprehensive and detailed description of each component of the activities that will be provided to the target population(s) that is, for mediation services, a description of who will provide services, define the partnerships, etc.; for neutral drop-off and pick-up services, a description of who will operate the site, where the site will be located, what type of security will be provided, etc.; for supervised visitation services, a description of who will operate the program site, where it will be located, what type of security will be provided, etc.; for parenting classes, a description of who will teach the class, where the classes will be offered, range of topics, etc. (See Sec. 3.1, E.)

Will mediation, supervised visitation or parenting classes be court ordered or voluntary? If voluntary, what incentive will the participants have to attend? If ordered by the court, will fees be charged? Who will pay the fees? (See Sec. 3.1, F.)

3. A detailed description of the target population(s) including information about the type and number of individuals or families to be served, their geographic location, other demographics and whether child support orders exist for those individuals or families. If appropriate, include a description on how and why they have been under served in the past and of how the proposed program will address those needs. (See Sec. 3.1, F.)
4. A time line for each component of the program, displayed by SFY, when deliverables or phases of deliverables will be performed and the duration of each deliverable. (See Sec. 3.1, G.)
5. A comprehensive and detailed description of the roles and duties of any partners who will be participating in this program, such as; the program organization, administration and staffing, including any private or public partners or sub-grantee(s). [A Table of Organization for the project may be included as an efficient way to display such information.] (See Sec. 3.1, H.)

6. A detailed description explaining any existing or pending county partnerships with private or other public agencies which will be involved in any facet of the proposed program as well as the manner of payment, if any, to these partners. The roles and responsibilities of the various partners in the proposed activities must be clearly described (See Sec. 2.1, 4.)
7. A status-reporting procedure for reporting work completed and resolution of unanticipated problems. (See Sec. 3.1, I.)
8. A detailed description on how specific data on each component of the program(s) will be collected, maintained and reported quarterly to ODJFS. (See Sec. 3.1, J)

NOTE: This data must include, at minimum, the number of participants in each program component; data which tracks the program(s) progress toward reaching the outcomes which were specified in their program plan; and data on both the increase in parenting time and child support payments made by program participants three months before, and three months after program participation.

9. A description of the technical approach and work plan of the proposed programs deliverables/activities that are to be implemented and a detailed discussion how those deliverables will be accomplished. (See Sec. 3.1, K)
10. Provide a narrative clearly describing when an access and visitation service is terminated. Describe the procedures that will be taken to terminate a participant from the program who no longer uses any of the access/visitation services. (See Sec. 3.1, L)
11. Demonstrate how the applicant plans to measure parenting times as it relates to implementing access/visitation services. (See Sec 3.1, M)
12. Provide a narrative that details how the applicant will obtain additional financial resources, or already has obtained additional funding from the local community. (See Sec. 3.1, N)
13. Provide a narrative detailing how child support collections will be tracked and recorded for all noncustodial parents who are ordered to pay child support and participate in the access/visitation program. (See Sec. 3.1, O)

B Program Budget must contain:

A budget summary for the access/visitation service proposed. This grant money is for existing programs or to help establish a new program. The budget format is explained in Section 5.2, A. Also include a statement of the amount the applicant is requesting from ODJFS. The actual amount awarded by ODJFS may not equal the amount requested. Partnerships with existing non-profit organizations within the community or with local Domestic and Juvenile Courts are strongly encouraged. (See Sec. 3.1, P.)

5.2 Format for Submission of the Application

To be accepted and forwarded to the RFGA Application Review Team (ART), an application must include Item A. (Technical Application) as described in this section. The Technical Application must contain all the information specified and requested for each of the components listed below. Additionally, the application must meet the requirements of this section (Application Submission) of this RFGA to be accepted. The applicant is required to submit an original signed (in blue ink) and completed Transmittal Form provided as an attachment of this RFGA.

The applicant's Technical Application must contain the following components (organized in 6 primary tabs and divided into sub-tabs) as described below. Any other information thought to be relevant, but not applicable to a specific RFGA section number/letter must be provided as an appendix to the application and so marked as an additional tab. ODJFS reserves the right not to review submitted appendices which includes information/materials that was/were not required in the RFGA. Applicants must limit their Technical Application (excluding Tab 1 and Tab 5) to 50 pages. All pages shall be sequentially numbered.

Grant applicants must organize their application in the following order:

Tab 1 Applicant Qualifications

Sub-Tab 1a. Mandatory Qualifications

Sub-Tab 1b. Applicant Qualifications

Sub-Tab 1c. Organizational Experience and Capabilities

Sub-Tab 1d. Key Staff Experience and Capabilities

Tab 2 Narrative Description of Proposed Project (As defined in Section 3.2)

Tab 3 Scope of Work & Specifications of Deliverables

Sub-Tab 3a.

Sub-Tab 3b.

Sub-Tab 3c.

Etc..... (The number of deliverables and sub-tabs will be defined by the applicants CSEA application.)

Tab 4 Budget

Tab 5 Examples, other

NOTE: Grant applicants are required to submit one additional copy of their complete technical application, including any required or voluntary attachments (with the exception of the Request for Taxpayer Identification, W-9 Form) and one additional copy of the project budget, including any required or voluntary attachments, each on a separate CD-ROM, in non-rewriteable CD format. The requested CDs would be used for storage/archiving purposes only, and not for purposes of application evaluation. Compliance with this request is a mandatory requirement for all ODJFS RFGAs for grant awards, as the agency lessens its dependence upon paper records.

A. Technical Application

The applicant's Technical Application must contain the following components, at minimum. It is mandatory that applicant applications be organized in the following order, and that, wherever appropriate, sections/portions of the applicant application make reference by section number/letter to those RFGA requirements to which they correspond.

IMPORTANT: The Technical Application is defined as any part of the applicant's application (either as required by ODJFS or sent at applicant's discretion) such as work plan, resumes, letters

of recommendation, letters of cooperation from any sub-grantees, etc., which is not specifically identified by ODJFS as a required component.

1 Applicant Qualifications (Tab 1)

a. Mandatory Qualifications (Sub-Tab 1a.)

The applicant must include information to demonstrate how the vendor meets the mandatory qualifications as described in Section 2.1, of this RFGA.

b. Applicant Qualifications (Sub-Tab 1b.)

The applicant must address all the minimum qualifications and fully describe the partnership participant's roles and functions (for the applicant CSEA and each individual partner organizations). Information must include facts such as the project roles of each organization, which partners will provide services, whether the partner organizations have collaborated with the CSEA on this or similar projects in the past, how project implementation will be staffed, and how those staff members qualify to meet the RFGA objectives.

c. Organizational Experience and Capabilities of the Direct Services Provider (Sub-Tab 1c.)

Describe the organizational background of the Direct Services Provider. Provide such information as the size of the agency, its history in that or other geographic areas, its charter, its length of time providing access/visitation or related services, its administrative structure, etc.

Provide a narrative description of the Direct Services Provider's history and credentials in providing access/visitation services or other human services involving supervised intervention, dispute resolutions, parenting instruction, or other similar project goals.

d. Key Staff Experience and Capabilities (Sub-Tab 1d.)

Under this section the applicant is required to demonstrate significant expertise by assigning staff to key leadership roles for this project. Key positions will require profiles and resume(s) / curriculum vitae (CV) and should specifically list their qualifications and experience in the areas described in Section II (Vendor Experience and Qualifications) of this RFGA. (See Sec. 2.2)

2. Narrative Description of Proposed Project (Tab 2)

Provide a narrative describing in detail (in the order as outlined) in Section 3.2, Narrative Description of Proposed Project of this RFGA.

3. Deliverables (Tab 3)

Each resulting grant will identify deliverables unique to its program. However, the funded programs will be similar in that they will all focus on some form or combination of the access and/or visitation services outlined in Section 3.1. Applications must clearly identify the deliverables, or program activities, to be accomplished with the grant funding. Where possible, a description of expected outcomes from those activities, such as rates of improvements, or numbers of parents to be enrolled in program-sponsored parenting classes, should also be included. Applications should display deliverables (program activities), or distinct parts or phases of deliverables by state fiscal year, if possible.

4. Budget (Tab 4)

The Program Budget must include a State Fiscal Year Budget summary sheet. The total of all deliverables should be included on this sheet and be distributed by SFY. The required 10% cash or in-kind contribution should be indicated as appropriate in the Budget Summary.

Access/Visitation Project Budget Summary

Name of Grantee _____

	SFY12	SFY13	SFY14	SFY15	
	October 1 – June 12	July 12 – June 13	July 13 – June 14	July 14 – December 14	Total
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Other (Define)					
10% Cash or In-Kind Contribution					
TOTAL					
Grant Amount Requested					

5. Examples, other (Tab 5 – Other voluntarily submitted attachments, if any, as deemed appropriate by applicant.)

B. IMPORTANT – APPLICANT DISQUALIFIERS FOR APPLICATION ERRORS:

The Technical Application is defined as any part of the applicant's application (either as required by ODJFS or sent at applicant's discretion), such as work plan, resumes, letters of recommendation, letters of cooperation from any sub-grantees, etc., which is not specifically identified by ODJFS.

Any trade secret, proprietary, or confidential information (as defined in Section 4.4 of this RFGA) found anywhere in an applicant's application shall result in immediate disqualification of that applicant's application.

SECTION VI. CRITERIA FOR APPLICATION EVALUATION & SELECTION**6.1 Scoring of Applications**

ODJFS will contract with a grantee(s) that best demonstrates the ability to meet requirements as specified in this RFGA. Grant applicants submitting a response will be evaluated based on the capacity and experience demonstrated in their Technical and Project Budget. All applications will be reviewed and scored by an Application Review Team (ART), comprised of staff from ODJFS, Office of Child Support. ART members will be required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the application review and grantee selection process. Final selection of the grantee(s) will be based upon the criteria specified in Sections II., III, and IV of this RFGA. Any applications not meeting the requirements contained in Sections II, III, and IV of this RFGA will not be scored or may be held pending receipt of required clarifications. The ART reserves the right to reject any and all applications, in whole or in part, received in response to this request. The ART may waive minor defects that are not material when no prejudice will result to the rights of any grant applicant or to the public. In scoring the applications, ODJFS will score in three phases:

A. Phase I. Review—Initial Qualifying Criteria:

In order to be fully reviewed and scored, applications submitted must pass the following Phase I. Review. **Any “no” for the listed Phase I. criteria will eliminate an application from further consideration.**

B. Phase II. Review—Criteria for Scoring the Technical Application:

The ART will then collectively score those qualifying technical applications, not eliminated in Phase I. Review, by assessing how well the applicant meets the requirements as specified in Sections II, III, and IV of this RFGA. Using the score sheet for Phase II scoring (see Attachment C of this RFGA for specific evaluation criteria), the ART will read, review, discuss and reach consensus on the final technical score for each qualifying technical application.

A maximum of 513 points will be awarded for the Technical Application. A technical application must achieve a total of at least 430 points out of the possible 513 points to qualify for consideration. Any application which does not meet the minimum required technical application points will be disqualified from any further consideration.

All Phase II technical application evaluation criteria will be scored according to the following scale, based on a proposed plan's ability to meet ODJFS needs. The Technical Application Score Sheet (see Attachment) uses the following point values for rating each requirement.

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirement

Technical Performance Scoring Definitions:

“Does Not Meet Requirement”-a particular RFGA requirement was not addressed in the grant applicant's application, **Score: 0**

“Partially Meets Requirement”- grant applicant's application demonstrates some attempt at meeting a particular RFGA requirement, but that attempt falls below acceptable level, **Score: 6**

“Meets Requirement”- grant applicant's application fulfills a particular RFGA requirement in all material respects, potentially with only minor, non-substantial deviation, **Score: 8**

“Exceeds Requirement”- grant applicant's application fulfills a particular RFGA requirement in all material respects, and offers some additional level of quality in excess of ODJFS expectations, **Score: 10**

IMPORTANT: Before submitting an application to ODJFS in response to this RFGA, applicants are strongly encouraged to use the Technical Application Score Sheet (Attachment) and the above technical performance scoring information to review their applications for completeness, compliance and quality.

C. Phase III.—Criteria for Considering the Project Budget

The Project Budget will be reviewed by ODJFS. The grand total of each applicant's Project Budget is divided by that applicant's final Technical Application score. This compares the cost with the quality of the Technical Application, which will provide an average cost-per-quality point earned on the Technical Application

If the project budgets of all technically qualifying applicants (as determined by the scoring process described in this section and by the Technical Application Score Sheet, Attachment C to this RFA) are in excess of the available funding for this project, ODJFS may, at its sole discretion, negotiate with all technically qualifying applicants for a revised project budget. Grant applicants may then submit one last and best offer, or may request that ODJFS view its original project budget as its last and best offer, or may formally withdraw from further consideration, and shall formally indicate its choice according to directions provided by ODJFS at that time. Upon receipt of all last and best offers, and assuming that one or more have submitted a budget that is within ODJFS' project budget, ODJFS will then consider those applicants' revised project budgets which are within the budget according to the cost-point assignment process described in this section, above, and in the Technical Application Score Sheet, Attachment C, for calculation of the winning score. ODJFS reserves the right to negotiate with applicants for adjustments to their applications should ODJFS determine, for any reason, to adjust the scope of the project for which this RFGA is released.

6.2 Final Selection

The ART may recommend for selection as many or as few applicants as budget and successful applications allow. Results from the Interview (if appropriate) will be considered if necessary, to clarify application information.

SECTION VII. PROTEST PROCEDURE

7.1 Protests

Any potential, or actual, grantee objecting to the award of a grant agreement resulting from the issuance of this RFGA may file a protest of the award of the agreement, or any other matter relating to the process of soliciting the applications. Such a protest must comply with the following guidelines:

- A. A protest may be filed by a prospective or actual bidder objecting to the award of a grant agreement resulting from this RFGA. The protest shall be in writing and shall contain the following information:
 - 1. The name, address, and telephone number of the protestor;
 - 2. The name and number of the RFGA being protested;
 - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by ODJFS;
 - 5. A statement as to the form of relief requested from ODJFS; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- B. A timely protest shall be considered by ODJFS, if it is received by ODJFS' Office of Legal Services, within the following periods:
 - 1. A protest based on alleged improprieties in the issuance of the RFGA or any other event preceding the closing date for receipt of applications which are apparent or should be apparent prior to the closing date for receipt of applications shall be filed no later than 3:00 p.m. the closing date for receipt of applications, as specified in Section 1.6, Anticipated Procurement Timetable of this RFGA.
 - 2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 p.m. of the tenth (10th) business day after the issuance of the Letter of Intent to Award the grant agreement.

- C. An untimely protest may be considered by ODJFS if ODJFS determines that the protest raises issues significant to the department's procurement system. An untimely protest is one received by ODJFS' Office of Legal Services after the time periods set forth in Item B. of this section.
- D. All protests must be filed at the following location:
- Chief Legal Counsel
Office of Legal Services
Ohio Department of Job and Family Services
30 East Broad Street, 31st Floor
Columbus, Ohio 43215-3414
- E. When a timely protest is filed, a grant award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ODJFS determines that a delay will severely disadvantage the Department. The grantee(s) who would have been awarded the grant agreement shall be notified of the receipt of the protest.
- F. ODJFS' Office of Legal Services shall issue written decisions on all timely protests and shall notify any grantee who filed an untimely protest as to whether or not the protest will be considered.

7.2 Caveats

ODJFS is under no obligation to issue a contract as a result of this solicitation if, in the opinion of ODJFS and the ART, none of the applications are responsive to the objectives and needs of the Department. ODJFS reserve the right to not select any grant applicant should ODJFS decide not to proceed. Changes in this RFGA of a material nature will be provided via the agency website. All grant applicants are responsible for obtaining any such changes without further notice by ODJFS.

Any award resulting from the issuance of this application is subject to the terms and condition as provided in the Subgrant Agreement esp. (but not only) Article VIII, paragraph C. The Subgrant Agreement is Attachment E to this application packet. Two copies must be completed, signed and be part of the applicant's original submission. The applicant must properly complete ONLY the first page of the Subgrant Agreement by including the applicant's full legal name (as it appears on the certification form, provided as Attachment I. to this RFGA) AND the past page of the Agreement with the applicant's full legal name, address, FTL, and sign TWO (2) copies in **BLUE INK. (do not fill in dollar amounts)**

Those applicants who are selected for an award will receive award letters and their Subgrant Agreement will be completed by ODJFS and counter-signed by the Director of ODJFS. Once a State of Ohio, Office of Budget and Management (OBM) purchase order is issued for the Subgrant Agreement, work on the project may begin. An original with your **BLUE INK signature will be returned with the OBM purchase order.**

SECTION VIII. ATTACHMENTS AND THEIR USES

- A. **Required Vendor Information and Certifications (*Not used for this RFGA*)**
B. **ODJFS Model Grant Agreement (*For vendor reference purposes*)**

- C. Technical Proposal Score Sheet** (*For vendor self-evaluation purposes...do not submit*)
- D. Project Budget Form** (*To be completed & included in cost proposal packet as specified in Sec. 5.2, C.*)

NOTE: Attachment A – This attachment is not required for this Access and Visitation RFGA. Should any references to Attachment A be found within this RFGA, those references should be disregarded.

SECTION IX. APPENDICES

- A. Letter from CSEA Director authorizing the grant application** (*To be completed on County CSEA letterhead & included in application packet as specified in Sec. 5.2, A.*)
- B. Local Service Provider Worksheet** (*Provided as an example of a reporting document to be used by selected projects – do not return with applications.*)
- C. Certification of In-Kind Contribution** (*To be completed & included in application packet as specified in Sec. 5.2.*)
- D. Sub-grantee Certification Form** (*To be completed & included in application packet for each sub-grantee used as specified in Sec. 4.6*)
- E. Invoice Template Sheet** (Required use of invoice template that must be submitted to ODJFS with each monthly invoice)
- F. Child Access and Visitation Grant State Agency Program Survey**

Thank you for your interest in this project.

ATTACHMENT C
RFGA#: JFS-R-1213-09-8032
Grant Application Score Sheet

Applicant: _____

PHASE I: Initial Qualifying Criteria

The application must meet all of the following Phase I application acceptance criteria in order to be considered for further evaluation. Any application receiving a “no” response to any of the following qualifying criteria **shall be disqualified from consideration.**

ITEM	APPLICATION ACCEPTANCE CRITERIA	RFGA Section Reference	YES	NO
1.	The applicant included at least one of the four program components: Court-ordered or voluntary mediation; Neutral drop-off and pick-up; Supervised visitation; Parenting class.	Sec., 2.1, 1		
2.	The applicant clearly defined how the agency will ensure the safety of program participants while services are being provided.	2.1, 2		
3	The application was submitted to ODJFS by the local CSEA and is identified as the lead agency.	Sec., 2.1, 3		
4	The applicant has included written policies and procedures for the required minimum security measures.	Sec., 3.1		
5	Was the application received at the specified location by the deadline as specified in the RFP?	1.6 2.1, 4 5.1		
6	The applications must explain any existing or pending county partnerships with private or other public agencies which will be involved in any facet of the proposed program. The roles and responsibilities of the various partners in the proposed activities must be clearly described.	2.1		

PHASE II: Criteria for Scoring of Technical Application

Qualifying technical applications will be collectively scored by an Application Review Team (ART) appointed by ODJFS, Office of Child Support. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical application exceeds, meets, partially meets or does not meet the requirements expressed in the RFGA, and assign the appropriate point value, as follows:

0	6	8	10
Does Not Meet Requirement	Partially Meets Requirement	Meets Requirement	Exceeds Requirements

A technical application total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying application. Technical applications which do not meet or exceed a total score of at least **432 points** (indicating an application that demonstrates adequate ability to perform contractual duties) out of a maximum of **513 points** will be disqualified from further consideration. Only those applicants whose technical applications meet or exceed the minimum required technical points will advance for consideration for the award of the grant.

ITEM #	EVALUATION CRITERIA	Weight	RFGA SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
APPLICANT QUALIFICATIONS							
1	The applicant has described the partnerships' roles and functions (for the CSEA and each individual partner organization), which includes facts such as the project roles of each organization, which partner will provide services, whether the partner organizations have collaborated with the CSEA on this or similar projects in the past, how project implementation will be staffed, and how those staff members qualify to meet the RFGA objectives	3	Sec. 2.2				

ITEM #	EVALUATION CRITERIA	Weight	RFGA SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
ORGANIZATIONAL EXPERIENCE AND CAPABILITIES							
2	The applicant has described the organizational background of the Direct Services Provider. Provide such information as the size of the agency, its history in that or other geographic areas, its charter, its length of time providing access/visitation or related services, its administrative structure, etc.	1	Sec. 2.2, A., 1.				
3	The applicant has provided a narrative description of the Direct Services Provider's history and credential in providing access/visitation services or other human services involving supervised intervention, dispute resolution, parenting instruction, or other similar project goals.	1	Sec. 2.2, A., 2.				
4	The applicant has provided a organizational chart (including any sub-grantees) and specify the key management and administrative personnel who will be assigned to this project. NOTE: Applicant must have someone with an accounting degree or accounting experience with federal grants devoted to this project.	3	Sec., 3.2, D				
KEY STAFF EXPERIENCE AND CAPABILITIES							
5	The applicant has identified, by position and by name, those staff they consider key to the project's success (at minimum, key staff identified must include the direct service provider's project manager and/or a project lead/program manager at the CSEA).	3	Sec. 2.2, B., 1.				
6	The applicant has included resume(s)/CV of key staff expected to work on the project.	1	Sec. 2.2, B., 2.				
7	The applicant has assigned staff to teach parenting classes must be degreed in education or a related field, and must demonstrate experience in designing and/or presenting adult educational programs such as parenting classes. Mediators must possess a related certification, license or degree.	1	Sec. 2.2, B., 3.				
8	The staff accountant must have an accounting degree or accounting experience with federal grants.	1	Sec. 2.2, B., 4				
OBJECTIVES OF PROJECT WORK							
9	The applicant has provided a security plan with written policies and procedures which describe how security equipment will be used to monitor program participants.	3	Sec. 3.1, A, B and C				
10	The applicant has described the key goals and objectives of the project activity providing a comprehensive and detailed description of each outcome to be achieved within each component of the program indicating the type of change targeted.	3	Sec. 3.1, D				
11	The applicant provided a comprehensive and detailed description of each component of the activities that will be furnished to the target population(s) that is, for mediation services, a description of who will provide services, defines the partnerships, etc.: for neutral drop-off and pick-up services, a description of who will operate the site. Where the site will be located, what type of security will be provided, etc.: for supervised visitation services, a description of who will operate the program site, where it will be located, what type of security will be provided etc.: for parenting classes, a description of who will teach the class, where classes will be offered, range of topics, etc.	3	Sec., 3.1, E				
12	The applicant has described in detail the target populations that include: information about the type and number of individuals being served or potentially to be served. Are the participants married, separated, divorced, or never married?	2	Sec., 3.1 F				
13	The applicant describes the geographic location of the participants that are being served; urban or rural and does the participant have a child support order.	2	Sec., 3.1, F				

ITEM #	EVALUATION CRITERIA	Weight	RFGA SEC. REF.	Doesn't Meet 0	Partially Meets 6	Meets 8	Exceeds 10
14	The applicant provided a time line for each component of the program displayed by SFY focusing on which individual activities will be performed and/or services provided and their expected duration.	2	Sec., 3.1, G				
15	The applicant provided a comprehensive and detailed description of the roles and duties of any partners who will participate in the program, including; a description of the manner in which these partnerships will be established (by contract, cooperative agreement, etc.).	2	Sec., 3.1, H				
16	The applicant described in detail the manner of payment, if any, to the listed partners.	2	Sec., 3.1, H				
17	The applicant has established a status-reporting procedure for reporting work completed and resolution of unanticipated problems.	2	Sec., 3.1, I				
18	The applicant has provided a detailed description on how specific data on each component of the program(s) will be collected, maintained and reported quarterly to ODJFS.	2	Sec., 3.1, J				
19	The applicant has identified and described the technical approach and work plan of the proposed programs deliverables/activities that are to be implemented and discussed in detail how those deliverables will be accomplished.	3	Sec., 3.1, K				
20	The applicant has provided a narrative clearly describing when an access and visitation service is terminated and described the procedures that will be taken to terminate a participant from the program who no longer uses any of the access/visitation services.	1	Sec., 3.1, L				
21	The applicant has provided a narrative describing how they plan to measure parenting times as it relates to implementing access and visitation services that include methods and tools to be used to measure if the non-custodial parenting time has increased.	3	Sec., 3.1, M				
22	The applicant provided a narrative that describes in detail how the applicant will obtain additional financial resources, or already has obtained additional funding from the local community.	3	Sec., 3.1, N				
23	The applicant has provided a narrative detailing how child support collections will be tracked and recorded for all noncustodial parents who are ordered to pay child support, and participate in the access/visitation program.	2	Sec., 3.1, O				
24	The applicant has provided an explanation for the process that will be used to obtain the amount of child support obligation due and the amount collected three months prior to the noncustodial parent beginning the access/visitation program, and the child support obligation due and the amount collected three months after the noncustodial parent leaves the program.	2	Sec., 3.1, O				
25	The applicant has provided a budget summary for the access/visitation services proposed, which is for a minimum of \$45,000 per year and clearly indicates a minimum of 10% cash or in-kind match.	3	Sec., 3.1, P				
Column Subtotal of "Does Not Meet" points							
Column Subtotal of "Partially Meets" points							
Column Subtotal of "Meets" points							
Column Subtotal of "Exceeds" points							
GRAND TOTAL SCORE							

Based upon the Grand Total Technical Score earned, does the application proceed for consideration for award of the grant? (Applicant's Grand Total Technical Score must be at least 432 points.)

Yes _____ No _____ (If "No," the application will **not** be considered for award of the grant.)

If yes, has the applicant provided evidence of focusing on or including mediation or parenting education? If there is not this focus, the application advances for consideration but the final technical score remains unchanged. If there is a focus on mediation or parenting education, the applicant's technical score is increased by ten (10) points for consideration.

PHASE II B.—Additional Consideration for focusing on or including mediation or parenting education?	Sec. 3.1	NO – Phase II A technical score unchanged	YES - Phase II A technical score plus 10 pts.
Has the applicant provided evidence of focusing on or including mediation or parenting education?			
GRAND TOTAL SCORE [Phase II A. + Phase II B. score]:			

ATTACHMENT D

JFS-R-1213-09-8032

Access/Visitation Project Budget Summary

Name of Grantee _____

	SFY12	SFY13	SFY14	SFY15	
	October 1 – June 12	July 12 – June 13	July 13 – June 14	July 14 – December 14	Total
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Other (Define)					
10% Cash or In-Kind Contribution					
TOTAL					
Grant Amount Requested					

(County Letterhead)

ODJFS
Office of Child Support
P.O. Box 182709
Columbus, Ohio 43218-2709

Date:

Dear Mr. Aldridge,

This letter indicates that I have granted approval for the _____ Child Support Enforcement Agency to submit an application to apply for federal grant monies for the Access & Visitation program. I understand the monies are not available until ODJFS indicates they are available, pending the selection of our CSEA as a recipient.

If you have any questions about my approval or need further information about our agency, do not hesitate to contact me at the following e-mail address: _____ or call me at _____.

Sincerely,

APPENDIX B
JFS-R-1213-09-8032
Local Service Provider Work Sheet

[illegible]

APPENDIX C
JFS-R-1213-09-8032
Certification of In-Kind Requirement

Date: _____
Submitted By: _____
CSEA: _____

The _____ CSEA has reviewed the attached section of OMB circular **A-110 (A87)** that defines third party in-kind contribution. Since our agency is submitting an application in response to ODJFS' RFGA for access/ visitation, we are certifying that the in-kind contribution meets the necessary criteria as demonstrated in **A-110 (A87)**.

The in-kind contribution, which must be at least a 10% match is categorized as:

- _____ Cash
- _____ Real property
- _____ Equipment supplied
- _____ Expendable property
- _____ Goods and services

The total value of the in-kind contribution during EACH YEAR of the project is \$_____. A description of the in-kind contribution is_____

ACCESS & VISITATION GRANT INVOICE

CSEA Name: _____

Purchase Order No.: _____

CSEA Address: _____

Subgrant Agreement No: _____

Federal Tax ID: _____

Month/Year of Service: _____

CATEGORIES	BUDGET AMOUNT	MONTHLY EXPENSE	YEAR TO DATE	REMAINING BALANCE
Personnel				
Fringe Benefits				
Rent				
Travel				
Equipment				
Supplies				
Contractual				
Utilities				
Misc Expense				
Other				
Other				
TOTAL EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
In-Kind Contribution	\$0.00	\$0.00	\$0.00	\$0.00
Grant Amount	\$0.00	\$0.00	\$0.00	\$0.00

Amount of Invoice: \$0.00

Submitted by: _____

Date: _____

Approved by: _____

Date: _____

Child Access and Visitation Grant State Agency Program Survey

Name of State: Ohio

Federal Grant Amount: \$351,620

Services Provided in Federal Fiscal Year

FFY 2009 (10/01/2008 – 09/30/2009)

FFY 2010 (10/1/2009 – 09/30/2010)

X

PART I: BACKGROUND INFORMATION

A. Administrative Information

- Athena Riley
- ODJFS, Office of Child Support
- 50 W. Town Street, 5th floor, Suite A526
- Columbus, Ohio 43215
- (614) 752-2649
- Athena.Riley@JFS>Ohio.Gov
- (614) 752-2649

B. Household Profile of Children and Families

(To be completed by the Federal OCSE, based on latest Census Report.)

	<u>Census Count</u>	<u>Percent of Total Households in State</u>	<u>Percent of Total Households in Nation</u>
• Number of single parent households with children under age 18	_____	_____	_____

C. Access and Visitation Grant Funds and Funds from Other Sources

- In the boxes below, indicate if the access and visitation activities in your state are funded only with funds from the Child Access and Visitation Grant Program, or if your grant funds are combined with funds from sources other than the Child Access and Visitation Grant Program.

Child Access and Visitation Grant Program Only ☐ **[Skip to D]**

Combined with funds from other sources ☐ **[Please Respond to Next Item]**

- Name each additional funding source used to increase and support your state's child access and visitation program. Name the source and provide the dollar amount and percentage of the total funds.

<u>Source</u>	<u>\$Amount of Funds</u>	<u>Percent of Total Funds</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

D. Listing of Local Service Providers Funded via the Child Access and Visitation Grant

- List each service provider by its agency name, street address, and phone number.
- Check the type of service provider represented by the agency, the amount of the grant, and the type of service area covered by each agency.

Provider Name, Project Title, Address, and Phone Number _____ _____	Type of Service Provider _____ (Check all that Apply)	Service Area (Check all that Apply) _____		
	Non-Profit Amount of Entity	Court Local Public Agency	Dollar Grant	Urban Suburban Rural
Hope Visitation & Exchange Center 1132 W. Market Street Lima, Ohio 45805 419-221-2118	<input type="checkbox"/> \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	X X
Beech Acres Parenting Center 6881 Beechmont Avenue Cincinnati, Ohio 45230 513-231-6630	<input type="checkbox"/> \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	X
Family PACT Family Connections Center 324 Chestnut Street Coshocton, Ohio 43812 740-502-6072	<input type="checkbox"/> \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	
Visitation House 519 Sycamore Street Granville, Ohio 45331 937-548-5125	<input type="checkbox"/> \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	X
O.U.R. Home Family Resource Center 117 W. Fayette St. Celina, Ohio 45822 419-586-4663 x 230	<input type="checkbox"/> \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	
Joyful Connections 8200 W. SR. 163 Oak Harbor, Ohio 43449 567-262-3181	<input type="checkbox"/> \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	
Patch Works House 42 Madison Street Tiffin, Ohio 44883 419-448-0080	<input type="checkbox"/> \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	

E. Summary of State Funded Local AV Programs

- Complete Attached Data Sheet (in Excel Format):

State Agency – Page 3

<p>Child Access and Visitation Grant Local Service Provider Survey</p>

Name of State: Ohio

Grant Amount from State: \$

<p>Services Provided in Federal Fiscal Year</p>
--

FFY 2006 (10/01/2005 – 09/30/2006)	<input type="checkbox"/>
FFY 2007 (10/01/2006 – 09/30/2007)	<input type="checkbox"/>
FFY 2008 (10/01/2007 – 09/30/2008)	<input checked="" type="checkbox"/>

A. Service Provider

- Name of state program contact
- Name of designated state agency
- Street address
- City, state, & zip code
- Telephone number
- E-mail address
- Fax number

B. Project Activities

<p><i>Identify the activities below undertaken by your service agency with funds from the child Access and Visitation Grant Program. Indicate which activities are mandatory, voluntary, or both.</i></p> <p>Access and Visitation Program Activities</p>	<p>Participation</p>		
<p>Mediation</p>	<p>Mandatory</p> <p><input type="checkbox"/></p>	<p>Voluntary</p> <p><input type="checkbox"/></p>	<p>Both</p> <p><input type="checkbox"/></p>
<p>Counseling</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Education</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p><u>Visitation Enforcement</u></p>			
<p>Monitored Visitation</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Supervised Visitation</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Therapeutic Visitation</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Neutral Drop-off/Pickup</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Other (please explain below)</p>			
<p>Development of Parenting Guidelines</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Development of Parenting Plans</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>
<p>Other</p> <p>_____</p> <p>_____</p>			

<hr/>

C. Access and Visitation Grant Funds and Awards from Other Sources

- In the boxes below indicate if your access and visitation activities are funded only with funds from the Child Access and Visitation Grant Program, or if your grant funds are combined with funds amounts from other sources.

Child Access and Visitation grant funds only ☐ \$_____

Combined with funds from other sources ☐ [Please, Respond to Next Item]

- If you received funds from other sources, name the source and provide the dollar amount and percentage of the total program funds.

<u>Source</u>	<u>\$Amount of Funds</u>	<u>Percent of Total Funding</u>
_____	\$_____	_____ %
_____	\$_____	_____ %
_____	\$_____	_____ %

Complete Attached Data Sheet (in Excel Format):

D. Local Service Provider Work Sheet



State Procurement

for **Contractors/Vendors**for **Government Entities**for **State Employees**for **the Public****Questions and Answers for - Access and Visitation Services**

Document #: JFSR1213098032

[Procurement Home](#)[Announcements](#)[Awarded Contracts](#)[Find It Fast](#)[Procurement Contacts](#)[Help & Reference Materials](#)[FAQ](#)[Forms](#)[Web Links](#)[Comments/Questions](#)[Training/Tutorials](#)**Question:**

Date: 5/9/2012

Inquiry: 25500

I have a question concerning Section I, 1.1 Purpose, pg. 1 of the RFP. Does the court-ordered or voluntary mediation have to have a shared parenting plan or visitation order, or can a CSEA direct an obligor and obligee to mediation after setting an administrative support order and there is no shared parenting plan, custody or visitation plan? Mediation could still be quite effective in these circumstances where there is no shared parenting plan, or custody and visitation order, as it gets the parties talking, especially in instances where the parents have no relationship.

Answer:

The court ordered or voluntary mediation should include a parenting plan. ODJFS will only fund projects that include court ordered or voluntary mediation.

Question:

Date: 5/2/2012

Inquiry: 25452

Section 8, #D references a "cost proposal packet" that is to be found in 5.2,c. There is no 5.2, c section in the application packet. Can you advise with details about the "cost proposal packet"?

Answer:

In Section 8, #D should reference Section 5.2, A. and not 5.2, C.

Question:

Date: 5/2/2012

Inquiry: 25451

Tab 4 (p 20 of RFGA) provides a template for the budget. Is this table accurate? Why does the table cover dates that the proposed funding would not? The dates in the first column cover SFY12 - which the proposed funding would not cover - and the second column covers 3 months (July - Sept 2012) that we already have funding for (the proposed funding would also not cover those 3 months). I am confused as to how to complete the table with 9 months in the first column, 12 months in the two middle columns and 6 months in the last column.

Answer:

Tab 4 can now be referenced with the revised

budget table and Attachment D to the opportunity section of this RFGA posting.

Question:

Date: 5/2/2012

Inquiry: 25426

Section II. VENDOR EXPERIENCE AND QUALIFICATIONS: 2.1 Mandatory Qualifications #6, page labeled 7 of 23, "Vendor's application must include all required affirmative statements and certifications signed by the vendor's responsible representative, as described in Attachment E to the RFGA. Section IX. APPENDICES, page labeled 25 of 23, Attachment E is an Invoice Template, however this page also includes "NOTE: Attachment A – this attachment is not required for this Access and Visitation RFGA. Should any references to Attachment A be found within this RFGA, those references should be disregarded. " In addition, SECTION VIII. ATTACHMENTS AND THEIR USES. A. Required Vendor Information and Certifications (not used for this RFGA). This information verifies that Attachment A, Required Applicant Information and Certifications is not required for this RFGA. Is Attachment I, Required Sub-Grantee(s) information from County CSEA form also not used with this RFGA?

Answer:

In Section II, 2.1, #6, Attachment E is incorrectly listed and should reflect Attachment A. Section IX, these are Appendices and should be included with the application as indicated. Also, in Section VIII, Attachment A is not used for this RFGA so the reference can be disregarded. There is no Attachment I.

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Inquiry period ended: 5/8/2012 8:00:00 AM

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ATTACHMENT I
REGISTRATION FORM

RFP: SC03-12-R
Access and Visitation Services

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

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

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

By faxing this completed page to the HCJFS Contract Services you will be registering your company's interest in this RFP. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is June 5, 21012.

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

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

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

ATTACHMENT J



222 East Central Parkway • Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

FAX: (513) 946-2250

www.hcjfs.org

www.hcadopt.org

www.hcfoster.org

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

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

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

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

NOW THEREFORE

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

Signature _____ Date _____

A. Criminal Record Check

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