

**REQUEST FOR PROPOSALS**

**FOR**

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

**RFP # SC0110-R**

**FOR HAMILTON, BUTLER AND PREBLE COUNTIES**

**Issued by**

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

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(May, 2010)**

**Providers Conference: May 28, 2010, 10:30 a.m.**

**Location: Butler County Children's Services**

**300 North Fair Avenue**

**Hamilton, OH 45011**

**Deadline to Register for the RFP: June 18, 2010**

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

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# **REQUEST FOR PROPOSAL (RFP)**

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

### **1. REQUIREMENTS & SPECIFICATIONS**

#### **A. Introduction & Purpose of the Request for Proposal**

Hamilton (HCJFS), Butler (BCCS) and Preble (PCJFS) Counties are currently seeking proposals for the purchase of traditional family and treatment foster care placement services for youth in custody for whom it has been determined a traditional family and treatment foster care setting is appropriate.

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

#### **B. Scope of Service**

HCJFS, BCCS and PCJFS have engaged in regional planning efforts to improve local capacity, placement stability and outcomes for children and families. As part of that effort, we seek traditional family foster care and treatment foster care placement service Providers who reinforce the value of serving youth within their community in a well coordinated system of care which is seamless for the youth/family, culturally competent, standardized in terms of multi-disciplinary assessment, outcome driven, cost effective and collaborative in building upon partnerships with providers and funders in sustaining quality services.

HCJFS, in collaboration with BCCS and PCJFS, is looking for organizations to provide

community-based traditional family foster care and treatment foster care placement services for the child welfare population of Hamilton, Butler and Preble Counties who meet level of care criteria for a continuum of these settings. In addition, the agencies seek service providers who are able to increase stability for youth in placement, maintain sibling placements, reduce the length of time a youth spends in care, and enhance reunification and permanency options and outcomes for children. Service elements may also include individual aide services and respite and crisis support to preserve placement stability, as well as respite services for kinship, adoption and family placements. Foster home recruitment efforts for agencies will focus on attracting a diverse pool of families to work with children with varying needs, and will focus on local recruitment of homes to expand capacity within and closely surrounding Hamilton, Butler and Preble Counties.

Providers who are able to provide a range of evidenced-based services to specialized populations including, but not limited to, youth with co-existing mental illness, sexual offending disorders, chronic medical conditions and conduct/delinquent behavior disorders are desired. Youth will be discharged with improved ability to function in school, community and family living arrangements within birth, kin and adoptive environments. In a small percentage of cases, youth will be discharged to independent living settings or adult mental health or DD systems of care. Youth ages 16 to 21 must be provided adequate life skills training and preparation for emancipation. Providers must demonstrate their ability to use community resources and supports as a part of treatment planning and in support of continuity of care with existing services; and their capacity to communicate and work collaboratively with professionals, courts and youth's family.

## **C. Population**

The following data is provided for planning purposes only. HCJFS, BCCS and PCJFS do not guarantee that the current service levels will increase, decrease or remain the same. The number of youth in custody who require foster care placements vary from month to month.

### **Hamilton County**

It is anticipated that HCJFS will purchase services for approximately 800 youth in treatment foster care and family foster care settings.

In 2009, an average of 200 youth were placed at therapeutic foster care, TFC-1 level. 75% of these children ranged in age between 10 and 18 years.

In 2009, an average of 113 children were placed at therapeutic foster care, TFC-3 level. 75% of these children ranged in age between 12 and 17 years.

In 2009, an average of 21 youth were placed at therapeutic foster care special needs, TFC-SN. There was an even distribution among ages in this category.

In 2009, an average of 200 youth were placed at traditional foster care TFC-T with network providers. A majority of those children ranged in age between 0 and 5 years.

In 2009, an average of 254 youth were placed in HCJFS certified family foster homes. 50 % of these children ranged in age between 0 and 5 years. 25% of these children ranged in age between 5 to 14 years. The remaining 25% were age 15 and older. 50% of younger youth were in a Temporary Custody status (TC), age 10 and below. 25 % of these youth were in Permanent Custody. The remaining 25% of older youth were in Planned Permanent Living Arrangement (PPLA) or Permanent Custody (PC).

## **Butler County**

In 2009, there was an average of 324 youth in BCCS custody. Of those youth, 183 or 56% were placed in a network foster home. Of those 183 youth, 73% received therapeutic foster, while 27% receive traditional family foster care.

Of the youth receiving traditional family foster care, 49% were between the ages of 0-5, 41% between the ages of 6-12, and 10% were age 13 or older.

Of the youth receiving therapeutic foster, 14% were between the ages of 0-5, 38% between the ages of 6-12, and 48% were age 13 or older.

## **Preble County**

In 2009, there was an average of 80 youth in care per any given day.

In all cases in each county, these youth have a history of abuse, neglect and dependency. These youth require out-of-home-care placements and will have a range of custody statuses from Emergency Orders (EO), Temporary Custody (TC), Planned Permanent Living Arrangements (PPLA), to Permanent Commitments (PC). The primary outcomes for these youth are safety, permanency, and well-being. All service Providers will incorporate these outcomes into their treatment plans and program curriculums.

Many of the youth suffer from emotional, psychological, behavioral and learning problems. Some national estimates indicate approximately 90% of youth in placement have an identifiable mental health or behavioral health issue. For those youth who are in PPLA custody status or older youth in permanent custody, the prevalence of conduct disorder, post traumatic stress disorder, and developmental delays is especially high.

Many of these youth are also at greater risk of being placed out-of-county because local services have not been able to effectively engage families, locate alternate permanent placement options, address specific treatment needs or keep the youth safe in a lower level of care (kinship home, family or adoption). These youth are at greater risk of being involved in the child welfare system for a longer period of time and therefore at greater risk for unstable placements and poor overall educational, social, health, and poverty outcomes long-term.

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

#### **D. Service Components**

Services will be individualized and capitalize on the strengths of the youth and the family. The following service components shall be available to youth residing in foster care:

1. Substitute Care: Placements will be made based on the foster home's ability to meet the needs of the child and the identified level of care as identified by the PCSA.  
Referral Response Time: Ability to respond to emergent and after hours placement requests. Respond to emergent referrals within one hour of referral to conduct search for placement. Provide same day/ after hours placement as requested.  
Respond to routine referrals within same day. Notify agency of willingness or ability to determine placement match within 48 hours.
2. Housing - traditional family and treatment family foster homes;
3. Transportation– to be offered at no additional cost for medical appointments, court,



school (unless otherwise provided by the school district), youth employment, therapy appointments, youth and family team meetings, recreational activities, home visits and family visitations (supervised visits, sibling visits, etc.). Any person transporting a child shall have current, valid driver's license, safety restraints according to Ohio law and have current insurance;

4. Basic needs – food, clothing, shelter;
5. Financial assistance – to include adequate and seasonally appropriate clothing, basic personal care items and transportation;
6. Educational services- to include advocacy, monitoring, record keeping, enrollment, and transitional planning support, collaboration and cooperation with efforts to promote school stability and success, ensure school attendance, and provide ongoing communication and information related to child's progress and needs to the PCSA.
7. Case management - activities performed for the purpose of providing, recording and supervising services to youth and their parents, guardians, custodians, caretakers, or substitute caregivers. Case management is responsible for:
  - a. Coordinating interdisciplinary care services (i.e. clinical treatment, behavior management, education, medical mental health, etc.);
  - b. Developing, in collaboration with treatment teams, plans of care to meet each youth's needs and are most likely to reduce the time a youth spends in care and increase the likelihood of permanency;
  - c. Development of well defined, attainable, individual treatment goals that emphasize safety, permanency and well-being and are aligned with the youth's HCJFS case plan goals;
  - d. Identifying expected outcomes and guiding the youth and family towards these outcomes; and
  - e. Coordinating, monitoring and evaluating services required to meet youth's needs.
8. Legal - Court appearances and testimony, and reports to the court;

9. Monthly progress reports- monthly progress reports will include well documented contact with youth, family, foster family and other professionals involved with the youth, overall assessment of youth's progress, interventions utilized, youth's ongoing adjustment to placement, education, safety and well-being, family or sibling visits and efforts and activities geared toward permanency and discharge planning. Provider will record and submit this information on the Southwest Ohio Regional Collaborative (SORC) form;
10. Recreational and social activities – on-site or planned, organized community activities designed to enhance self esteem, physical health and social wellness;
11. Respite care – documented, defined, accessible respite care plan for all youth;
12. Crisis support- well documented, individual crisis plan for each youth known to all staff charged with caring for the youth. Plans will be established to respond to the needs of the youth and reduce the incident of hospitalization, AWOL or aggressive behavior and will promote a positive outcome for the youth;
13. Counseling/Assessment – Individual and family therapy provided on-site or arranged within the community and provided through a qualified clinician;
14. Limited English Proficiency- interpreter or services available for youth with Limited English Proficiency;
15. Foster care licensing – recruitment, certification and recertification practices will, at a minimum, be in accordance with OAC 5101:2-5 regarding agency assessment of an Initial application for Foster Home Certification;
16. Foster home contact – contact and visits to foster homes will be provided in accordance with OAC guidelines for family and treatment foster care;
17. BCII/ FBI- all Provider's employees, including foster parents and volunteers, must submit to a BCII/ FBI check and be cleared for all offenses as described in OAC

5151:2-5-09. 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 youth.

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), Federal Bureau of Investigation (FBI) and obtain a criminal record transcript from the local Police Department or the appropriate County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing Services. Provider shall not assign any individual to work with or transport youth until a BCII/ FBI report and a criminal record transcript has been obtained. A BCII/FBI report must be dated within six (6) months of the date an employee or volunteer is hired;

An annual record transcript will be obtained from the local Police Department, appropriate County Sheriff's Office. BCII and FBI reports will be obtained every four (4) years for foster parents within six (6) months of recertification and every four (4) years for volunteers, college interns and/or employees within 6 months of anniversary date of employment.

18. Quality Improvement (QI) Outcomes- established outcome measurement practices.

Outcomes are utilized to inform agencies of quality improvement initiatives and service effectiveness. Annual reports are to be made available to HCJFS, BCCS and/or PCJFS and should include outcomes related to:

- a. Clinical services and treatment;
- b. Education;
- c. Stability of placement;
- d. Discharge.
- e. Incidence of abuse/neglect;
- f. Youth satisfaction; and
- g. Statewide outcome projects.

19. Child placement and matching activities:
  - a. Youth are placed, whenever possible, in close proximity to identified community, school, social and family supports;
  - b. Youth are placed, whenever possible, with siblings; and
  - c. Youth are matched with families who are able to respond to the unique characteristics, needs and strengths of the youth in their care.
20. Health Care- all youth are to be provided with timely, routine and specialized medical and dental care in accordance with the Ohio Administrative Code and agency policy.
21. Discharge/Transition Planning- will be developed at youth's intake in collaboration with youth, guardian and identified unification persons and is to be monitored every 30 days thereafter. Provider shall provide reasonable services to protect youth/others and assist agency with the discharge process. Discharge planning will include time frames and recommendations for step down services and accompanying discharge reports and summaries including:
  - a. updated DAF (diagnostic assessment) if counseling is provided on-site or any other assessments and clinical recommendations;
  - b. coordination to include follow up appointments and services;
  - c. 30 days of medication and/ or updated scripts or appointment;
  - d. linkage to appropriate community and support services;
  - e. service continuums whenever possible such as therapy and medication services, partial hospitalization or education services;
  - f. preparedness for emancipation, family living through foster, adopt or reunification;
  - g. education plan- all school records including IEP, report cards; and
  - h. employment/vocational plan as appropriate to age and ability of youth.
22. Medication monitoring – in compliance with the requirements of the Ohio Department of Job & Family Services (ODJFS) including but not limited to administration by adults, record keeping, etc;
23. Instant Notification – HCJFS and BCCS will provide names, social security numbers

and dates of birth of foster parents caring for children in HCJFS, BCCS and PCJFS custody, to the Hamilton County, Butler County and Preble County Clerk of courts office. Daily data cross referencing checks (Instant Notification) of Hamilton county criminal offenses and/or convictions are compared to identifying information of foster caregivers and other co-habitants;

24. Family engagement activities – including but not limited to:

- a. Family's participation and input into all aspects of planning, including treatment and discharge planning;
- b. Routine and ongoing communication between foster parent, birth families and professional staff as it pertains to daily care, treatment and permanency planning;
- c. Family visits within the foster home whenever feasible and in the best interest of the child and family;
- d. Parent mentoring and teaching program components; and
- e. Family participation in child's day-to-day living activities such as school, health and recreation services.

25. Contact with Youth and Foster Parent- agency must provide contact to youth and foster family in accordance with OAC 5101:2-7-16 and 5101:2-7-17 and must provide monthly documentation related to the child's safety and well-being within the substitute care setting in coordination with the PCSA and in accordance with OAC rule 5101:2-42-65 for all youth in TFC-T, TFC-1, TFC-3 and TFC-SN level of care designation. Contact must be documented on the SORC monthly progress report.

26. Independent Living- Incorporate and include independent skills training into youth's treatment and daily living program. Components may include and are not limited to the following:

- a. personal care;
- b. problem solving;
- c. household management;
- d. budgeting;
- e. education;
- f. employment;
- g. community resources; and
- h. safety and personal relationships.

27. Life Books- provider shall maintain photos and other personal items critical to updating and informing a child's Life Book. All items should be provided to PCSA as requested in the event of a placement change.

## **2. Provider Proposal**

It is required all proposals be submitted in the format as described in this section. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial

font when possible. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein.** Proposal sections must be numbered corresponding to the following format:

Section A - Cover Sheet

Section B - Service and Business Deliverables

Section 1 – Program Components

Section 2 – System and Fiscal Administration Components

Section C – Budgets and Cost Considerations

Section D - Customer References

Section E - Personnel Qualifications

## **A. 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, BCCS or PCJFS. The cover sheet must indicate if submitting to serve one or all counties. The signature line must indicate the title or position the individual holds in the company. All unsigned proposals will be deemed non-qualified and rejected.

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Years 1, 2, and 3. These Unit Rates must be supported by the Budget.

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

## **B. 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-B-1, Program Components and Section 2-B-2, System and Fiscal Administration Components:

## **1. Program Components**

### **Service Information**

- a. Demonstrate Provider's ability to meet the Scope of Services, Section 1-B, the Population, Section 1-C, and the Service Components, Section 1-D. Include a statement describing the population you currently serve. Also include a statement describing what Provider resources and experiences will support this program.
- b. Describe how Provider will ensure all youth are provided all basic needs, including food, clothing and shelter.
- c. Detail how Provider will ensure youth are placed in close proximity to identified community, school, social and family supports.
- d. Describe or provide examples how Provider will ensure families and youth are involved and incorporated into all aspects of daily living, treatment planning, ongoing treatment and discharge planning.
- e. Describe or provide examples of how Provider will engage youth and families in services and supports that will lead to reduced length of time in care and promote permanency planning for youth which results in reunification with family/kin, guardianship or adoption.
- f. Describe or provide examples of how Provider will use community resources and supports as a part of treatment planning and in support of the continuity of care with existing services or services that can continue post discharge.
- g. Describe or provide examples of partnerships with any schools, vocational or community organizations with the specific intent to support foster youth.



- h. Describe or provide examples of how Provider will ensure positive educational outcomes for youth.
- i. Provide an example of how Provider ensures discharge planning results in positive transitions and outcomes for youth. Give an example of a discharge plan.
- j. Provide in detail Provider's specific capacity to accept placement for and work with each of the following youth populations:
  - 1. Mild mental health;
  - 2. Moderate mental health;
  - 3. Severe mental health;
  - 4. Borderline developmental delays;
  - 5. Mild developmental delays;
  - 6. Moderate developmental delays;
  - 7. Chronic medical conditions that require ongoing monitoring;
  - 8. Substance abuse;
  - 9. Sex offenders;
  - 10. Delinquent youth;
  - 11. Youth with a history of trauma;
  - 12. Youth who have experienced sexual or physical abuse;
  - 13. Youth who have endured death of a caregiver;
  - 14. Youth who have had chronic exposure to violence; and
  - 15. Any other specific populations you serve.
- k. Describe how Provider ensures youth are connected to appropriate educational services in the least restrictive setting and routinely attend and are successful in school placements.
- l. Describe how Provider will ensure transportation is available to support connections to school, community, medical appointments, and family visitation.

- m. Provide a detailed description of your continuum of services and/or degree of demonstrated prior coordination with other providers as part of treatment planning and in support of continuity of care with existing services such as school, counseling, health care and recreation.
- n. Provide copies of policy that address aftercare and/or post discharge activities performed by your agency. Describe how your agency will ensure transitions back into the community are well planned and sustained.
- o. Provide the following information, if applicable, for the last 12 months of service delivery:
  - 1. average length of stay;
  - 2. primary population served;
  - 3. range of ages served and average age served;
  - 4. where youth were discharged (family, adoption, emancipation, disruption to higher level of care, or lateral);
  - 5. number of youth who were discharged to prison or DYS setting;
  - 6. number of disruptions and reason for disruption; (caregiver request, court removal, allegation, mutual decision of team)
  - 7. number of current foster homes and location of homes by county;
  - 8. number of traditional family foster homes;
  - 9. number of treatment therapeutic homes;
  - 10. number of medically fragile homes;
  - 11. education outcomes for youth;
  - 12. gender(s) served;
  - 13. number of youth per foster home;
  - 14. discharge outcomes/results;
  - 15. number of critical incidents and types of incidents;
  - 16. number of restraints used; and
  - 17. educational outcomes.

- p. Describe how Provider will ensure children are safe in foster homes.
- q. Describe how Provider will ensure foster parents are adequately prepared, trained and supported to meet the care needs of youth.
- r. Describe how Provider will ensure all youth have well defined and documented respite plans.
- s. Describe Provider's ability to match youth with foster caregivers who will best meet their needs.
- t. Describe how your organization will limit or reduce the number of disruptions in foster care and ensure services and supports are in place to maintain and preserve stability of placements.
- u. Provide a detailed curriculum and service delivery components designed to promote self sufficiency and independence for youth age 16 or older. Describe how the youth's case plan goals will include goals for emancipation and address the following skills:
  - 1. Daily living;
  - 2. Securing and maintaining a residence;
  - 3. Home management;
  - 4. Utilization of community services and systems;
  - 5. Accessing and utilizing transportation;
  - 6. Utilization of leisure time;
  - 7. Personal care, hygiene and safety;
  - 8. Pregnancy prevention;
  - 9. Parenting skills;
  - 10. Time management;
  - 11. Decision-making and communication skills;
  - 12. Assistance in obtaining a high school diploma or GED, evaluating personal educational goals, and planning preparation for post secondary education and training;
  - 13. Securing and maintaining employment;

- 14. Planning for job and career development;
  - 15. Planning for ongoing and emergency health care needs, including education about avoidance of drug and alcohol abuse, risky sexual behavior and smoking;
  - 16. Building positive self esteem and self image; and
  - 17. Building positive adult relationships and support systems.
- v. Describe how Provider will assist older youth with transitioning into adult services (i.e., Adult case management, DD, MH and Drug Treatment). Assist youth with locating employment, learning Independent Living skills, having adequate housing options, accessing health care systems and connecting to appropriate systems of care including but not limited to Mental Health, DD, and drug/alcohol abuse services.
  - w. Describe what interventions will be used to support youth through a crisis in a safe manner.
  - x. Describe how your organization will support and ensure visitation occurs according to the child and family's needs, is flexible and in the least restrictive setting.
  - y. Describe Provider's experience with delivering evidence based services and treatment models, and successful history of effectively working with youth who have complex mental health, learning and behavior disorders. Include crisis management and support to the child and foster family.
  - z. Describe how Provider will ensure all youth receive timely routine and specialized medical and dental care in accordance with OAC, and how documentation will be submitted to HCJFS for child's case records.
  - aa. Demonstrate how Provider will accommodate sibling sets and traditional family foster care placements.
  - bb. Provide copies of aggregate outcome reports and/or evaluation reports. Describe how information is utilized to improve program outcomes and effectiveness.
  - cc. Provide a narrative detailing the scope of activities performed as case management functions and for the purpose of providing support, coordination, treatment and planning activities for the child and family.

- dd. Describe aftercare and methods used to ease transitions of youth into lower levels of care into sustainable long term, permanent placement settings in collaboration with caseworkers, families and other treatment team members.
- ee. Describe how Provider will respond to emergent, urgent and routine placement needs during business hours, after hours and on weekends.

### **Staff Information**

- A. Provide a description of your organization's employee screening and clearance policy.
- B. Describe your organization's policy to ensure all employees will submit to BCII/FBI checks as described in OAC 5101:2-5-09 and local law enforcement checks.
- C. Describe your organization's policy and practice standards for training, supervision, and support provided to direct care staff.
- D. Provide a description of Provider's staff training, clearance of any foster parent and employee and policy to report any major unusual incidents and/or allegations of abuse or neglect.

### **Licensing Information**

- A. Maintain appropriate licensure from ODJFS or Ohio Department of Mental Health ("ODMH"), ODDD or other appropriate licensing agency at all times.
- B. Indicate whether your organization is a Medicaid certified facility.
- C. Indicate whether your organization is accredited. If so, by whom?
- D. Describe Provider's participation in local or statewide best practice or outcome measurement initiatives such as the OACCA Outcome Data Project.
- E. Provide three suggested methods of providing incentives/disincentives to your organization for meeting performance requirements. Such performance requirements may include, but are not limited to: increasing/decreasing number of referrals, or pay-for-performance incentives/disincentives.

- F. Provide any additional information promoting your program's value to consumers.

## **2. System and Fiscal Administration Components**

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

- A. Contact Information

Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.

- B. Agency/Company History

Provide a brief history of Provider's organization. Include the Provider's mission statement and philosophy of service.

- C. Subcontracts

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

- D. Provider's Primary Business

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

- E. Table of Organization

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

- F. Insurance and Worker's Compensation

Provide a current certificate of insurance, current endorsements and Worker's Compensation certificates. Bidder must note that as a contract requirement the following conditions must be met:

During the Agreement and for such additional time as may be required, Vendor 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 Vendor's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Vendor 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, Vendor shall give the County the certificate(s) of insurance completed by Vendor'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  
Fax: 513-946-4330**

**G. Job Descriptions**

For key clinical and business personnel and any staff providing direct services to youth.

**H. Daily Service/Attendance Form (If needed)**

Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all youth who

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

I. Foster Care Service Grid

Complete and attach service grid (Attachment I) for all levels of care for which you are proposing.

J. 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.

K. Agency's/Firm's Brochures

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

L. Information Management Systems (HCJFS only)

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

M. 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:**

N. 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.

O. Annual Report

A copy of Provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990.



For a sole proprietor or for profit entities, include copies of the two (2) most recent years federal income tax returns and the most recent year end balance sheet and income statement.

If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS, BCCS and PCJFS.

**P. Article of Incorporation**

Article of Incorporation or other applicable organization documentation.

**Q. Licensure (If needed)**

A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations. Also, provide the outcome of any such actions.

**C. Budgets and Cost Considerations**

1. It is anticipated services will begin no later than January 1, 2011. Provider must submit a Budget, and a calculation of the Unit Rate for the initial contract term (Contract Year 1) that Provider understands will be used to compensate Provider for services provided. Budget and Unit Rates must be submitted in the form provided as Attachment D. *For renewal years, any increases in Unit Rates will be at the sole discretion of HCJFS, BCCS and PCJFS, 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, BCCS and PCJFS do 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.*

HCJFS, BCCS and PCJFS will not be responsible for any charges that exceed the Providers State of Ohio IV-E reimbursement ceiling rates, as per the most recent State of Ohio IV-E reimbursement schedule. Exceptions to this policy may be requested. All exceptions must be approved in writing by the county HCJFS, BCCS and/or PCJFS Director.

2. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:
  - a. Title IV-E maintenance;
  - b. Case management;
  - c. Transportation; and
  - d. Other direct services (e.g. special diets, clothing, insurance, respite care), behavioral healthcare, administration, needed to accurately calculate the cost of a unit of Service (the "Unit Rate").

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

3. The Unit Rate/Cost Reimbursement for each service proposed for each contract year must be listed on the Cover Sheet, Attachment A.
4. 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.
5. For the purposes of this RFP, "unallowable" program costs include:
  - a. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;

- b. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
- c. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
- d. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
- e. entertainment costs for amusements, social activities and related costs for staff only;
- f. costs of alcoholic beverages;
- g. goods or services for personal use;
- h. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
- i. gains and losses on disposition or impairment of depreciable or capital assets;
- j. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
- k. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
- l. losses on other contracts';
- m. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
- n. costs related to legal and other proceedings;
- o. goodwill;
- p. asset valuations resulting from business combinations;
- q. legislative lobbying costs;
- r. cost of organized fund raising;
- s. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
- t. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
- u. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- v. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
- w. major losses incurred through the lack of available insurance coverage; and
- x. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

## **D. 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, BCCS and PCJFS. Reference letters from HCJFS, BCCS and PCJFS or HCJFS, BCCS and PCJFS employees will not be accepted. Each reference must include at a minimum:

1. Company name;
2. Address;
3. Phone number;
4. Fax number;
5. Contact person;
6. Nature of relationship and service performed; and
7. Time period during which services were performed.

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

## **E. 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 the following:

1. Proposed role;
2. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
3. Work history; and
4. Personal reference (company name, contact name and phone number, scope and duration of program).

Provider's Clinical Director must submit a resume and must have a minimum of three (3) years experience as a Clinical Director with a similar program.

## **F. 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.

### **3. 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.

## A. Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	Thurs., May 20, 2010
Providers' Conference	Fri., May 28, 2010
Deadline for Receiving Final RFP Questions	Fri., June 4, 2010
Deadline for Issuing Final RFP Answers	Fri., June 11, 2010
Deadline to Register for RFP	Fri., June 18, 2010
Deadline for Proposals Due to HCJFS Contact	Fri., June 25, 2010
Oral Presentations (if necessary)	Week of July 12, 2010
Proposal Review Completed	Mon., July 19, 2010
Anticipated Start Date	January 1, 2011

## B. RFP Contact Person

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

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

## C. Registration for the RFP Process

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DUE DATE TO REGISTER IS FRIDAY, JUNE 18, 2010, NO LATER THAN 4:45 P.M. EST.**

All interested Providers must fax or e-mail the RFP Contact Person to register for the RFP Process, leaving their name, company name, fax number and phone number and must indicate which county(ies) you are submitting proposals. The fax number is (513) 946-2384.

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All mail, fax, and email communications are to be sent only to the RFP Contact Person listed in Section 3-B. No questions in any form may be submitted to the RFP Contact person after noon on June 4, 2010.

- A. Prior to the Providers' Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at the Providers' Conference and by mail to Providers who have registered for the RFP Process but are unable to attend the Provider's Conference.
- B. After the Providers' Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. Only Providers who register for the RFP Process will receive copies of questions and answers.
- D. The answers issued in response to such Provider questions become part of the RFP.
- E. No questions will be accepted after **June 4, 2010 by noon**. The final responses will be faxed or e-mailed on **June 11, 2010** by the close of business.

#### **D. Providers' Conference**

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

The Provider's Conference will take place at **Butler County Children's Services, 300 North Fair Avenue, Hamilton, OH 45011, on Friday, May 28, 2010, 10:30 a.m.**

## **E. Prohibited Contacts**

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

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

- A. Public officials;
- B. Any HCJFS, BCCS and PCJFS employees, except for the RFP Contact Person.

Neither Providers nor their representatives may contact the RFP Contact Person listed in Section 3.0-B after **June 4, 2010, noon**. If the Provider attempts any unauthorized communication, County(ies) will reject the Provider's proposal.

Examples of unauthorized communications are:

- A. Telephone calls;



- B. Prior to the award being made, letters and faxes regarding the program or its evaluation made to anyone;
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail.

## **F. 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.

## **G. 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 RFP 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-H, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Process, Section 3-C, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior **to June 4, 2010 by noon** of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the

Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

## **H. Addenda to RFP**

HCJFS, BCCS and PCJFS may modify this RFP no later than **June 11, 2010** by issuance of one or more addenda to all parties who registered for the RFP Process, Section 3-C. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Process will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Process.

## **I. Availability of Funds**

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

## **4. Submission of Proposal**

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

### **A. Preparation of Proposal**

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

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

### **B. Cost of Developing Proposal**

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

### **C. False or Misleading Statements**

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

#### **D. Delivery of Proposals**

For HCJFS, one (1) signed original proposal and eight (8) duplicates of the entire written proposal must be submitted. For BCCS and PCJFS, one (1) signed original proposal and five (5) duplicates of the entire written proposal must be submitted. All proposals must be received by the Contact Person at the address listed in Section 3-B no later than **11:00 a.m. EST on June 25, 2010.** Proposals received after this date and time will not be accepted. **Provider must submit separate proposals for each county for which they are interested in delivering foster care services. Each county's proposals must be clearly identified and meet the aforementioned requirements.** If Provider is not submitting the proposals in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP 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, BCCS and PCJFS reserve the right to request additional information for clarification purposes only.**

#### **E. Acceptance and Rejection of Proposals**

HCJFS, BCCS and PCJFS reserve the right to:

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

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

## **F. Evaluation and Award of Agreement**

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

### **Stage 1. Preliminary Review**

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

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

- A. Timely Submission – The proposal is received at the address designated in Section 3.0-B no later than **11:00 a.m. on Friday, June 25, 2010** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2-A;
- C. Responses to Program Components, Section 2-B-1;
- D. Responses to System and Fiscal Administration Components, Section 2-B-2;
- E. 1 Completed Budget;
- F. 3 Customer References, Section 2-D or a written explanation;
- G. Personnel Qualifications, Section 2-E; and
- H. Terrorist Declaration.

## **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, BCCS and PCJFS staff and other individuals designated by HCJFS, BCCS and PCJFS. Review Committee shall evaluate each Provider's proposal using criteria developed by HCJFS, BCCS and PCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

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

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

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

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

### **Stage 3      Other Materials**

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

- A.      Written responses from Provider to clarify written questions posed by Review Committee.
- B.      Oral presentations. If HCJFS, BCCS and PCJFS determine oral presentations are necessary, the presentations will be focused to ensure all of HCJFS’, BCCS’ and PCJFS’ interests or concerns are adequately addressed. The primary presentation must include Provider’s key program personnel. HCJFS, BCCS and PCJFS reserves the right to video tape the presentations.

### **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 Scope of Service, Section 2-B-1 Program Components questions, Section 2-D Customer References and Section 2-E Personnel Qualifications are worth 45% of the total evaluation score.
- B. System Evaluation including responses to Section 2-B-2 System and Fiscal Administration Components questions are worth 15% of the total evaluation score.
- C. Evaluation of Budgets, Section 2-C are worth 30% of the total evaluation score.
- D. Section 4-F, 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-B-1 Program Components questions, Section 2-D Customer References and Section 2-E Personnel Qualifications are worth 55% of the total evaluation score.
- B. System Evaluation including responses to Section 2-B-2 System and Fiscal Administration Components questions are worth 15% of the total evaluation score.
- C. Evaluation of Budgets are worth 30% of the total evaluation score.

## **G. Proposal Selection**



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

1. All proposals will be evaluated in accordance with Section 4-F Evaluation & Award of Agreement.
2. Based upon the results of the evaluation, HCJFS, BCCS and PCJFS will select Provider(s) for the services who it determines to be the responsible firm(s) whose proposal(s) is(are) most advantageous to the program, with price and other factors considered.
3. HCJFS will work with selected Provider(s) to finalize details of the agreement using Exhibit B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
4. If HCJFS and Provider are able to successfully finalize an agreement, the BOCC may award Provider a contract.
5. If HCJFS, BCCS or PCJFS and successful bidder are unable to come to terms regarding an agreement, in a timely manner as determined by HCJFS, BCCS or PCJFS, HCJFS, BCCS or PCJFS will terminate the agreement discussions with Provider. In such event, HCJFS, BCCS, or PCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

## **H. 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, BCCS or PCJFS within fourteen (14) business days after the date of notification of the decision. HCJFS 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-B. BCCS requests must be signed by an individual authorized to represent the Provider and be addressed to: Randy Quisenberry, 300 North Fair Avenue, Hamilton, OH 45011. PCJFS requests must be signed by an individual authorized to represent the Provider and be addressed to: Jewell Good, 1500 Park Avenue, Eaton, OH 45320. 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.

## **I. Provider Certification Process**

For the selected HCJFS Provider(s) only, the Provider Certification process may be completed prior to contract signing, Attachment E. 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.

## **J. Public Records**

HCJFS, BCCS and PCJFS are governmental agencies required to comply with the Ohio Public Records Act as set forth in ORC 149.43. Any material, documents or information which Provider deems to be subject to exemption under the Ohio Public Records Act shall clearly be identified and marked as such before submission to HCJFS, BCCS and/or PCJFS. If HCJFS, BCCS and/or PCJFS are requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, HCJFS, BCCS and/or PCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, BCCS and/or PCJFS in writing, that either a) HCJFS, BCCS and/or PCJFS are 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 HCJFS, BCCS and/or PCJFS to release such documents.





**ATTACHMENT A**  
**Cover Sheet for Traditional Family Foster Care**  
**And Treatment Foster Care Placement Proposals**  
**Bid No: RFP SC0110-R**

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

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

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

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

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

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

**Person(s) authorized to negotiate HCJFS, BCCS and/or PCJFS:**

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

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

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

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

**Please Place an "X" next to each county for which you are submitting a proposal:**

County	Place an X if submitting for the County
Hamilton County	
Butler County	
Preble County	

**Please Complete Rate Grid located on page 2 of this form.**

Service/Year	Total Cost	IV-E Admin Ceiling	IV-E Maintenance Ceiling	For years 2 and 3 only, please list % increase from previous year
TFC-T/Year 1				
TFC-T/Year 2				
TFC-T/Year 3				
TFC-1/Year 1				
TFC-1/Year 2				
TFC-1/Year 3				
TFC-3/Year 1				
TFC-3/Year 2				
TFC-3Year 3				
TFC-SN/Year 1				
TFC-SN/Year 2				
TFC-SN/Year 3				
TFC-B/Year 1				
TFC-B/Year 2				
TFC-B/Year 3				
TFC-MR/Year 1				
TFC-MR/Year 2				
TFC-MR/Year 3				
TFC-MH/Year 1				
TFC-MH/Year 2				
TFC-MH/Year 3				
Other/Year 1				
Other/Year 2				
Other/Year 3				

Please note: the rates requested under “Other” are for HCJFS only. The other would include any ancillary services your agency may provide to assist with keeping a child in placement such as Individual Aide, etc. If you intend to bid “Other” services, a brief service description must be included in the proposed services section of the RFP.

**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 4.0-F 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 by June 18, 2010?	3-C	
Will your Proposal be submitted by 11:00 a.m. on June 25, 2010?	4-D	
Did you include all the Contact Information on the Cover Sheet?	2-A	
Did you include the Unit Rate for the Initial Term on the Cover Sheet?	2-A	
Did you include the Unit Rate for the First and Second Renewal Terms on the Cover Sheet?	2-A	
Did you sign the Cover Sheet?	2-A	
Is a response to each Program Component included?	2-B-1	
Is a response to each System and Fiscal Administration Component included?	2-B-2	
Is a Budget for the Initial Term completed along with a calculation of the unit cost?	2-C	
Are three (3) Customer Reference Letters enclosed or is there a written explanation why a reference(s) is not included?	2-D	
Did you complete and attach the Foster Care Service Grid with your submission?	Attachment I	
Did you complete and attach the Terrorist Declaration Form?	Attachment G	
Are required Personnel Qualifications enclosed?	2-E	



# HAMILTON COUNTY

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

This Contract is entered into on \_\_\_\_\_ between the Board of County Commissioners, Hamilton County, Ohio (County) on behalf of the Hamilton County Department of Job & Family Services (HCJFS) and Name of organization, (Provider) doing business as different name, with an office at Name and Street address, City, State, \_\_\_\_\_, whose telephone number is (\_\_\_\_) - \_\_\_\_, for the purchase of Traditional Family Foster Care and Treatment Foster Care 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 unless otherwise terminated by written agreement of the parties.

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

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

**ADD RENEWAL LANGUAGE BELOW IF INCLUDED IN RFP**

This Contract may be renewed for two (2) additional one (1) year terms at the option of HCJFS.

**2. SCOPE OF SERVICE**

*(IF EXHIBITS NOT ATTACHED)*

Subject to terms and conditions set forth in this Contract, Provider agrees to *(Begin description here)*

***(IF EXHIBITS ATTACHED USE FOLLOWING LANGUAGE)***

**A. EXHIBITS**

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

1. Exhibit I – Scope of Work
2. Exhibit II – Budget
3. Exhibit III –Reporting Protocol
4. Exhibit IV – Information System Network Requirements
5. Exhibit V – Transition Plan
6. Exhibit VI – The Request for Proposal
7. Exhibit VII – Provider’s Proposal
8. Exhibit VIII – Campaign Contribution Declaration
9. Exhibit IX –Declaration of Material Assistance/Non-Assistance to a Terrorist Organization
10. Exhibit X – Declaration of Property Tax Delinquency
11. Exhibit XI – Release of Personnel Records and Criminal Record Check
12. Exhibit XII – Instant Notification Release of Information Form

***(Delete 4 if provider not using MCP. Delete 6 and 7 if this contract is not resulting from an RFP. Delete 8, 9, and 10 if this contract is resulting from an RFP.)***

**B. ORDER OF PRECEDENCE**

This Contract is based upon Exhibits I through nn as defined in Section 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 I – Scope of Work
2. Exhibit VI – The Request for Proposal

3. Exhibit VII – Provider’s Proposal

**3. CLIENT AUTHORIZATIONS**

A. Form of Client Authorization

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

B. Reimbursement for Services

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

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

C. Administrative Appeal of Denial of Client Authorization

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

**4. TITLE IV-E PROVIDER**

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

regulations applicable to a Title IV-E Provider.

## **5. BILLING AND PAYMENT**

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

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

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code (“OAC”); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary;

and 24) major losses incurred through the lack of available insurance coverage.

**B. Unit Rate**

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.

**C. Placement Costs**

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

**D. Hold Bed Procedure**

In the case of an unplanned or planned leave of absence of a Consumer, Provider agrees to hold the Consumer's bed for three (3) days. HCJFS will pay for those three (3) absence days unless Provider is otherwise notified in writing. For planned absences, including but not limited to family visits, camp, and vacation, notification to HCJFS of such absence must occur prior to the Consumer leaving placement. For unplanned absences, including but not limited to AWOL, hospitalization, or incarceration, Provider must notify HCJFS Utilization Management immediately of such absence. If HCJFS is not notified of a planned or unplanned leave of absence, Provider will not be paid for such leave. Provider must directly contact the HCJFS Utilization Care Manager once the Consumer has returned to placement in order to resume active authorization for Services.

Provider may appeal a three (3) day hold bed by contacting the HCJFS Utilization Management Manager within three (3) days.

**E. Invoice and Payment Procedure**

1. Within thirty (30) days of the end of the service month, Provider shall send an

invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:

- a. Provider's name, address, telephone number, fax number, vendor number and Title IV-E Provider number;
  - b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
  - c. Billing date and service dates;
  - d. Consumer's name, case number and social security number (if available);
  - e. Admission date and discharge date, if applicable;
  - f. Public Children's Services Agency (the "PCSA") number, if any;
  - g. Purchase order number; and
  - h. Client Authorization number.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

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

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

#### F. Administrative Appeal of Denial of Payment

1. Denial of payment for any Service(s) rendered by Provider arising from this Contract must be appealed to HCJFS within sixty (60) business days from receipt of the payment denial. Provider agrees it will include all documentation to be considered with any appeal. If Provider seeks an appeal of more than one (1) claim for payment, the claims should be submitted at the same time accompanied by all required

documentation.

2. The appeal will be reviewed by a HCJFS Utilization Management Specialist who will make a recommendation to an HCJFS Utilization Management Manager. A final decision will be issued by such HCJFS Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.
3. In no event will HCJFS consider any appeal of a denial of payment for Service(s) previously appealed to HCJFS.

**G. Miscellaneous Payment Provisions**

**1. Foster Care**

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

**2. Additional Cost**

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

**3. Duplicate Payment**

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

**6. NO ASSURANCES**



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

## **7. NON-EXCLUSIVE**

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

## **8. AVAILABILITY OF FUNDS**

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

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

## **9. TERMINATION**

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

1. By HCJFS

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon the Provider ninety (90) 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 one hundred twenty (120) 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.

**10. TRANSITION PLAN**

(The language below is to be used if a Transition Plan is attached to the Contract)

The Transition Plan to be used in the event of termination or expiration of this Contract is attached to and incorporated into this Contract as Exhibit V. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of Consumers and their families. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities. To ensure continuity of services to Consumers and families, the Transition Plan , at a minimum, includes the following schedule:

(The language below is to be used if a Transition Plan is not yet attached to the Contract)

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

The final Transition Plan will be attached to and incorporated into this Contract, as Exhibit V, within thirty (30) days of the execution of this Contract. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by HCJFS to assume administration of such responsibilities. To ensure continuity of services to Consumers and families, the Transition Plan will, at a minimum, include the following schedule:

(The language below is to be used in all contracts)

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

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

## **11. 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.

## **12. 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.

## **13. DISPUTE RESOLUTION**

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Other than disputes regarding Case Plans, as that term is described in Section 15 Case Plans, either party may bring any dispute forward to the other in form of a written notice of dispute (the “Notice of Dispute”). The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

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

**Representative for HCJFS:** HCJFS’ Contract Manager

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

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

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

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

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

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

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

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

#### **14. WARRANTIES AND REPRESENTATIONS**

- A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain a license or certification in good standing to operate a foster care facility. 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.
- 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.

#### **15. CASE PLANS**

Provider agrees to participate with HCJFS in the development, modification and implementation of

a case plan (the “Case Plan”) for each Consumer placed with Provider. Such Case Plans will be developed and maintained in coordination with any treatment plans developed for a Consumer. HCJFS shall provide a copy of the Case Plan to the Provider within thirty (30) days of placement of the Consumer or such time as may be agreed to from time to time by the parties, in writing. The parties agree to work cooperatively to resolve all disputes regarding a Case Plan through the use of a joint case conference. If a dispute related to a Case Plan cannot be resolved from a joint case conference, the parties agree HCJFS shall be the sole authority to render a decision on such dispute. The provisions of Section 13 Dispute Resolution shall not apply to disputes regarding Case Plans.

## **16. LICENSING REQUIREMENTS AND QUALITY REVIEW**

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

## **17. 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.

## **18. MANAGED CARE PARTNERSHIP**

If Provider serves an average of ten (10) or more HCJFS Consumers per month, it is required to use MCP for clinical record-keeping, obtaining prior authorizations and reporting. If Provider serves less than an average ten (10) HCJFS Consumers per month, it has the option of using MCP or submitting documentation for additional authorizations hard copy via fax. The system specifications associated with using MCP are listed in Exhibit IV, Information System Network Requirements.

For purposes of this Contract, Managed Care Partnership (MCP) is the Management Information System created by HCJFS to house on-line Consumer specific information for HCJFS Consumers in

placement.

## **19. REPORTS**

- A. As a condition for receiving Title IV-E foster care reimbursement (if applicable), each public children services agency, private child placing agency, and private non-custodial agency shall file a Title IV-E cost report including supplements and attachments with ODJFS. Provider shall submit evidence the Title IV-E cost report was filed in accordance with the requirements set forth in OAC 5101:2-47-24 and 5101:2-47-26.1.
- B. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. In this same regard, Provider agrees to follow HCJFS' policies and procedures for reporting such cases, which are set forth in Exhibit III, attached hereto and incorporated herein by reference. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases. The parties agree changes to Exhibit III made by HCJFS will be sent to Provider and considered incorporated into this Contract without the need for an amendment to this Contract.
- C. 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. This report is required if Provider serves an average of ten (10) or more HCJFS Consumers each month.
- D. 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.
- E. HCJFS reserves the right to withhold payment until such time as all required reports are received.

## **20. 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.

## **21. 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.

## **22. 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 5101:9-2-01 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.

### **23. 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.

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

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

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

Provider agrees to indemnify and hold harmless the Indemnified Parties, as defined in Section 39, for any violations of the above laws, rules, and regulations caused by or attributable to the acts of Provider or any officer, employee, agent or subcontractor of Provider.

Provider shall provide a copy of the written "HCJFS Standards of Conduct: Employee and Contractor/Provider Compliance with MEPA and Title VI of the Civil Rights Act of 1964" ("Standards of Conduct") to each employee or subcontractor who is engaged in the placement of

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

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

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

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

## **25. INSTANT NOTIFICATION**

Provider agrees to submit to HCJFS, prior to the date on which Services are commenced pursuant to this Contract, a signed Release of Information ("ROI") form, Exhibit XII, for each foster caregiver and any adult who has lived in a foster home for more than a two week period ("co-habitant").

Provider further agrees that it will submit a signed ROI to HCJFS upon the occurrence of any of the

following events: a) any youth living in the foster home turns 18 years of age; b) any adult plans to live with a foster caregiver for more than a two week period; and, c) any adult lives with a foster caregiver for a two week period and has not submitted a ROI.

If at any time Provider anticipates that it will place a HCJFS Consumer with a new foster caregiver, a signed ROI must be submitted for each foster caregiver and co-habitant prior to the time such placement is made.

The ROI must contain the foster caregiver's or co-habitant's name, alias (if any), date of birth, address and phone number. Provider understands that HCJFS will submit the ROI to the Hamilton County Clerk of Courts who will conduct daily cross checks of the names with records it maintains of criminal charges.

HCJFS reserves the right to terminate this Contract immediately, upon notice, if a HCJFS Consumer is placed in any foster home for which HCJFS has not received a signed ROI for each foster caregiver and co-habitant.

OAC 5101:2-7-14(G) requires foster caregivers to notify Provider, within twenty-four hours, of any charge of any criminal offense brought against the foster caregiver or any co-habitant in the home. HCJFS reserves the right to terminate this Contract immediately for failure of Provider to notify HCJFS of any notification it has received of a charge of any criminal offense against a foster caregiver or co-habitant.

## **26. PROVIDER SOLICITATION OF HCJFS EMPLOYEES**

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

## **27. 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.

## **28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

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

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, client records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- 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).

### **33. AGREED UPON PROCEDURES AND AUDITS**

- A. Agreed Upon Procedures Engagement

If Provider participates in the Title IV-E Program, Provider shall conduct or cause to be

conducted an annual “Agreed Upon Procedures” engagement (the “engagement”) of its Title IV-E cost report (the “Cost Report”) in accordance with OAC 5101:2-47-26.2. A copy of the engagement report shall be submitted to HCJFS within six (6) months after the end of the Provider’s fiscal year. Any overpayments or underpayments of federal funds due to adjustments of cost report reimbursement ceiling amounts as a result of the engagement, shall be resolved in accordance with OAC 5101:2-47-26.2.

**B. Audit Requirements**

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

2. 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.

3. 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.

4. 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.
5. 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.

#### **34. 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.

#### **35. 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.

#### **36. CORRECTIVE ACTION PLANS**

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



### **37. PROPERTY OF HAMILTON COUNTY**

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

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

### **38. INSURANCE**

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

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

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

**(The following amounts for physical and sexual abuse may be modified, with supervisory approval, if provider can document efforts to unsuccessfully obtain the \$300,000 level.)**

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

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

5. Punitive damages coverage (where not prohibited by law);
6. Aggregates: apply where applicable in primary;
7. Care, custody and control – follow form primary; and
8. Drop down feature.

The amounts of insurance required in this section 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 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, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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.
6. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.
7. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
8. Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of

safety, insurance program administration, claim reporting and investigating and audit procedures.

9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.
10. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a Material Breach of the Contract.
11. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

### **39. INDEMNIFICATION & HOLD HARMLESS**

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

### **40. COORDINATION**

Provider will advise HCJFS of any significant fund-raising campaigns contemplated by Provider within Cincinnati or Hamilton County for supplementary operating or capital funds during the term

of this Contract so the same may be coordinated with any planned promotion of public or private funds by HCJFS for the benefit of this and other agencies within the community.

#### **41. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

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

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

#### **42. 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.

#### **43. 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.

**44. 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.

**45. FOSTER CARE SITE OPERATION AND SAFETY REQUIREMENTS**

Provider agrees to comply with the provisions of OAC 5101:2-7 et seq. relating to the operation, safety and maintenance of foster homes.

**46. SCREENING AND SELECTION**

**A. Criminal Record Check**

Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation (“BCII”) and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit 11, to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

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

**B. Bureau of Motor Vehicle Transcript**

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

C. Verification of Job or Volunteer Application

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

**47. 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.

**48. 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.

#### **49. 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.

#### **50. 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.

#### **51. 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).

**52. 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).

**53. RESERVED**

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

(This section applies if contract value is \$100,000 or more and the Contract is not resulting from an RFP.)

In accordance with ORC 2909.32(A)(2)(b), Provider agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Exhibit nn. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

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.

(This section applies if contract value is \$100,000 or more and the Contract is resulting from an RFP.)

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 nn, 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.

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

**(This language only used if the Contract is not resulting from an RFP)**

Provider shall complete 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 will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Exhibit nn.

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.

**(This language only used if this Contract is resulting from an RFP)**

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 nn, 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.

## **56. 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.

## **57. GOVERNING LAW**

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

## **58. LEGAL ACTION**

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

## **59. 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.

#### **60. 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.

#### **61. AMENDMENTS**

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

#### **62. 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.

#### **63. 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.

#### **64. 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.

#### **65. HCJFS CONTACT INFORMATION**

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

Use this signature page if being sent to the Prosecutor's office and requiring BOCC Signature

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

### SIGNATURES

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

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

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

Honorable Board of County Commissioners  
Hamilton County, Ohio

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

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

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

OR

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

County Administrator  
Hamilton County, Ohio

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

OR

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

Purchasing Director  
Hamilton County, Ohio

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

Recommended:

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

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

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

Approved as to form:

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

Prosecutor's Office  
Hamilton County, Ohio

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

Prepared By: \_\_\_\_

Checked By: \_\_\_\_

Revised 6-26-07

Approved By: \_\_\_\_

Use this signature page if not being sent to the Prosecutor's office for review but requiring BOCC Signature

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

### SIGNATURES

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

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

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

Honorable Board of County Commissioners  
Hamilton County, Ohio

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

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

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

OR

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Administrator  
Hamilton County, Ohio

OR

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Purchasing Director  
Hamilton County, Ohio

Recommended By:

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

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

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

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

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



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

### **SIGNATURES**

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

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

\_\_\_\_\_  
Date: \_\_\_\_\_  
Maira Weir, Director  
Hamilton County Department of Job and Family Services

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

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

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

Revised 6-26-07

## **Exhibit IV**

### **Information System Network Requirements**

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

### **Minimum System and Network Specifications**

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

### **Network Equipment (if used)**

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

### **Minimum Internet Connectivity**

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

### **Minimum Security**

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

## **Exhibit I**

### **A. Therapeutic Foster Care**

1. Service Description: Therapeutic foster care is a community-based service providing placement for youths with severe behavioral/emotional problems in the homes of specially trained foster parents. These foster parents receive support, training, and case management from a licensed network staff. The foster parents are part of a holistic interdisciplinary team which addresses specific outcomes-based objectives to achieve permanency for the youth. In recognition of the difficulty of the population, HCJFS would prefer no more than two foster youths per home if possible. Unit of Service is defined as 24 hour period of placement services per youth.
2. Population Served: Abused, neglected, or dependent youths with severe behavioral/emotional problems, ages six (6) to eighteen (18), who require placement. Therapeutic Foster Care Placement is indicated when placement within a residential setting would be too restrictive and placement in regular foster care would not provide the necessary structure nor services the child requires to live within the community.
3. Service Specifications: Service components available to the youth/family should include:
  - a. Intake;
  - b. Initial and revised treatment /discharge planning;
  - c. Case management;
  - d. Routine medical/medication monitoring;
  - e. Recreational activities/expenses;
  - f. Transportation for visits, therapy, and work, etc;
  - g. Provisions for identified psychological/psychiatric treatment (i.e. assessments, crisis intervention, individual/group/family/grief/sexual therapy as needed, psychotropic medication monitoring, and access to a behavior management specialist);
  - h. Substance abuse treatment;
  - i. Court-related services (i.e. attendance at court hearings, testimony, submitting reports and filing charges);
  - j. Educational services (i.e. advocacy, attendance at conferences, IEPs, and other meetings);
  - k. Foster parent support (i.e. respite, support groups, crisis planning, twenty four (24) hours response, and initial, yearly augmentative, remedial, and specific training per ODJFS requirements or more); and
  - l. Reporting: Bimonthly (or more frequent) which addresses activity/progress in all identified services areas, foster-parent-daily logs, and incident reports. It is expected that provider reports will be well written, and as extensive as necessary.

4. Transportation: When a youth is in an Out of Home Provider's care, it is the Provider's responsibility to transport, at no additional cost, for medical appointments, school (unless otherwise provided by the school district,) therapy appointments, child and family team meetings, recreational activities, home visits and court hearings.
5. Clothing: Each youth will be outfitted with adequate and seasonally appropriate clothing upon placement with an Out of Home Care Provider. HCJFS will inventory the youth's clothing and determine if assistance is needed. If a complete initial voucher is not needed, an itemized voucher will be issued to supplement the existing clothing supply. The same youth may receive a maintenance auxiliary check when the season changes during the first year of placement. The foster parent will thereafter provide replacement clothing as needed. Clothing purchases must be inventoried as required in the HCJFS Placement Packet - Foster Care Clothing Agreement. Provider is responsible for ensuring each Client has adequate and seasonally appropriate clothing when the youth leaves placement. If an Out of Home Care Provider fails to do so, HCJFS will supply such clothing and deduct the necessary amount from any payments owed to the Out of Home Care Provider.
6. For the purposes of initial referral and step downs, TFC T, and TFC 1 are distinguished from one another in the manner described below.
  - a. ODJFS IV-E rules create four (4) types of foster homes to serve varying levels of youth's needs. The rule describes required training, staffing requirements, administrative procedure and capacity for the foster home and treatment professionals.
  - b. Youth specific referral criteria and outcome goals are defined as follows.
    - i. TFC I is a level of foster care which provides a therapeutic living environment to the youth in order to improve functioning or behavioral health conditions. TFC I provides core support services within the foster care family, and youth with special need or behavioral health problems may be considered for this level of care based on functional assessment.
    - ii. TFC 3 is a level of foster care which provides a therapeutic living environment to a youth who has intensive and ongoing service needs. Youth who have complex service needs or coexisting disorders may be considered for this level of care based on functional assessment. The outcome goal is to improve functioning and reduce level of care and service intensity.
    - iii. TFC SN is a level of foster care which provides a therapeutic living environment to a youth who has intensive, acute and/or chronic medical, behavioral, safety or developmental needs that require specialized training, support and supervision by a caregiver. Functional assessment may

indicate a need for a more restrictive setting. The outcome goal is to improve functioning while supporting the youth in a community setting.

## **B. Traditional Foster Care**

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

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

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

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

NO EJECT/NO REJECT POLICY:



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

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

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

**Permissible Actions:**

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

1. Asking about and honoring any initial or subsequent choices made by prospective foster or adoptive parents regarding what race, color, or national origin of child the prospective foster or adoptive parents will accept.
2. Honoring the decision of a child twelve years of age or older to not consent to an adoption when that decision has been approved by a court pursuant to section 3107.06 of the Ohio Revised Code.
3. Providing information and resources about fostering or adopting a child of another race, color or national origin to prospective foster or adoptive parents who request such information and making known to all families that such information and resources are available.
4. Considering the request of a birth parent(s) to place the child with a relative or non-relative identified by name.



5. Considering the race, color or national origin of the child as a possible factor in the placement decision when compelling reasons serve to justify that race, color or national origin need to be a factor in the placement decision pursuant to 5101:2-48-13 and 5101:2-42-18.1 of the Ohio Administrative Code. These rules permit consideration of race, color or national origin if an Individualized Child Assessment (JFS 01688) completed pursuant to these rules indicates the child has needs related to race, color or national origin that should be taken into account when placing the child. Even when the facts of a particular case allow consideration related to race, color, or national origin, this consideration shall not be the sole determining factor in the placement decision.
6. Promoting cultural awareness, including awareness of cultural and physical needs that may arise in the care of children of different races, ethnicities, and national origins as part of the training which is required of all applicants who seek to become foster or adoptive parents.
7. Documenting verbal comments, verbatim, or describing in detail any other indication made by a prospective foster or adoptive family member living in the household or any other person living in the household reflecting a negative perspective regarding the race, color or national origin of a child for whom the prospective foster or adoptive family has expressed an interest in fostering or adopting. The documentation shall indicate whether those comments were made before or after completion of the cultural diversity training which is required for all foster and adoptive applicants. Documentation shall be included in the family's home study, update, or an addendum to the home study or update prior to consideration of placement or a matching conference. A matching conference is the process of determining the most appropriate adoptive family for the child based on the child's special needs. The matching committee may consider the information in determining if the placement is in the child's best interests.

**Prohibited Actions:**

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

1. Using the race, color or national origin of a prospective foster or adoptive parent to differentiate between placements.
2. Honoring the request of a birth parent(s) to place a child with prospective foster or adoptive parent(s) of a specific race, color or national origin, unless the birth parent(s) identifies a relative or non-relative by name and that person is found to meet all relevant state child protection standards, provided that the agency determines that the placement is in the best interests of the child.
3. Requiring a prospective adoptive family to prepare or accept a trans-racial adoption plan.
4. Using "culture" or "ethnicity" as a proxy for race, color or national origin.
5. Delaying or denying placement of a child based upon the geographical location of the neighborhood of the prospective foster or adoptive family whenever geography is being used as a proxy for:
  - the racial or ethnic composition of the neighborhood;
  - the demographics of the neighborhood; or

- the presence or lack of presence of a significant number of persons of a particular race, color, or national origin in the neighborhood or any similar purpose.
6. Requiring extra scrutiny, additional training, or greater cultural awareness of individuals who are prospective foster or adoptive parents of children of a different race, color or national origin than required of other prospective foster or adoptive parents.
  7. Relying upon general or stereotypical assumptions about the needs of children of a particular race, color or national origin.
  8. Relying upon general or stereotypical assumptions about the ability of prospective foster or adoptive parents of a particular race, color or national origin to care for or nurture the sense of identity of a child of another race, color, or national origin.
  9. "Steering" prospective foster or adoptive parents away from parenting a child of another race, color, or national origin. "Steering" is any activity that attempts to discourage prospective foster or adoptive parents from parenting a child of a particular race, color or national origin.
  10. Requiring an ongoing, foster care or adoption worker or contractor to justify a proposed placement for the reason that the race, color or national origin of the child is different from that of the family whom the worker is proposing as the child's foster caregiver or adoptive parent.

#### **Prohibition on Retaliation:**

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

#### **Additional Information:**

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

- Shirley Norman, HCJFS MEPA Monitor  
(513) 946-1488
- Frank Wassermann, Court Appointed Monitor  
(513) 351-9343

#### **MEPA Complaint Procedure:**

Any person who believes that HCJFS, any other public or private Ohio adoption or foster care agency, or the Ohio Department of Job and Family Services has policies or procedures that violate MEPA and Title VI may file a complaint. In addition, anyone who

believes that he or she was intimidated, threatened, coerced, discriminated against or otherwise retaliated against in some way because he or she made a complaint, testified, assisted or participated in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption process may also file a complaint. Individuals who may file a complaint include, but are not limited to, the following:

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

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

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

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

**Enforcement Requirements:**

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

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

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

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

**Corrective Action Plan:**

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

The corrective action plan shall:

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

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

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

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

### EXHIBIT III

<b>Provider Responsibilities</b>	<b>Required Action/ Data</b>	<b>Timeframe</b>
<b>Progress Reports</b>	Submit monthly progress report Documentation must be submitted on the Southwest Ohio Regional Collaborative (SORC) form. Reports are submitted in accordance with each county via MCP, secure e-mail or standard mail	20th of each month for the previous month of service. Progress notes submitted untimely or not meeting the required minimum data set are subject to pended or denied authorization or payment. Provider will receive notification of pended or denied authorization.
<b>Contacts</b>	Direct contact with the foster child and foster family shall be made every two weeks within the foster home. All contacts shall be documented on the SORC form and one contact will be coordinated, documented and be provided in accordance with OAC rule 5101:2-42-65 for all youth in treatment level of care.	20th of each month for the previous month of service. Progress notes submitted untimely or not meeting the required minimum data set are subject to pended or denied authorization or delayed payment. Provider will receive notification of pended or denied authorization.
<b>Treatment Plans</b>	Submit assessment & treatment plans in accordance with ODMH standards to include diagnosis, strengths, goals, measurable objectives and permanency planning submitted via MCP or as otherwise agreed upon with the contract PCSA.	<ul style="list-style-type: none"> <li>▪ Initial: within 30 days</li> <li>▪ Updates every 90 days</li> </ul> <p>Failure to submit timely may result in pended or denied authorization or delayed payment. Provider will be notified of pended or denied authorization.</p>

<b>Critical Incidents</b>	<ul style="list-style-type: none"> <li>▪ suicidal behavior</li> <li>▪ death</li> <li>▪ self mutilation/ self assault on others</li> <li>▪ other dangerous behavior</li> <li>▪ allegation of neglect, physical abuse or sexual abuse (child as victim or perpetrator)</li> <li>▪ AWOL</li> <li>▪ Extreme defiant, disruptive behavior which may result in placement removal</li> <li>▪ homicidal behaviors</li> <li>▪ use/abuse of illicit drugs/ alcohol</li> <li>▪ use/ abuse of over the counter medications or toxic substances</li> <li>▪ physical restraint/ seclusion</li> <li>▪ medication error</li> <li>▪ serious illness/injury requiring medical treatment or hospitalization</li> <li>▪ arrest</li> <li>▪ disruption of placement</li> </ul>	<ul style="list-style-type: none"> <li>▪ immediate phone call to PCSA</li> <li>▪ written notice within 24 hours</li> </ul> <p>Always contact 911 emergency services first when necessary ad appropriate to assure safety of youth.</p>
<b>Initial Placement Screening</b>	Obtain initial medical screening within first 5 days of placement unless medical care is needed sooner	<p>Submit documentation to PCSA within 30 days.</p> <ul style="list-style-type: none"> <li>• Hamilton County uses contracted provider for this service. This should be utilized unless otherwise instructed</li> </ul>

<b>Comprehensive Physical Exam</b>	<p>Obtain comprehensive medical exam within first 30 days of initial placement</p> <p>Obtain annual medical exam within 12 months of the initial exam</p>	Submit documentation to PCSA within 30 days following exam
<b>Dental Exam</b>	<p>Obtain dental exam for all children age 3 and older within 30 days of placement</p> <p>Obtain annual dental exam within 12 months of initial exam</p>	Submit documentation to PCSA within 30 days following exam
<b>Lead Exposure Screening</b>	Obtain screening at initial physical exam for all children between up to 72 months	Submit documentation of results to PCSA
<b>Discharge</b>	<ul style="list-style-type: none"> <li>▪ Obtain updated evaluations</li> <li>▪ Provide 60 days of medication or prescription</li> <li>▪ Provide reasonable services and support to protect child and help PCSA with transition</li> <li>▪ Discharge child with adequate, seasonally appropriate clothing</li> <li>▪ Complete SORC discharge summary form</li> <li>▪ Return all items belonging to child unless otherwise instructed by PCSA</li> </ul>	Submit Discharge summary and all associated paperwork within 30 days following discharge



	<ul style="list-style-type: none"> <li>▪ Update, return and provide updated Life book materials.</li> </ul>	
<b>Education</b>	<ul style="list-style-type: none"> <li>▪ Enroll child in education setting as instructed by PCSA within 5 days from initial placement</li> <li>▪ Participate in all meetings to plan and discuss child's educational plan and well being</li> <li>▪ Provide agency with copies of report cards, interim reports and other relevant school related documents.</li> </ul>	Submit all documentation to PCSA within 30 days from receipt.
<b>Transportation</b>	<p>Provide the following transportation;</p> <ul style="list-style-type: none"> <li>▪ medical appointments</li> <li>▪ team meetings</li> <li>▪ court appearances</li> <li>▪ school unless provided by district</li> <li>▪ family/ sibling visits</li> <li>▪ recreational activities</li> </ul>	<p>As scheduled.</p> <p>Older youth may be provided bus cards or tokens as approved by the PCSA.</p> <p>Any person who transports a child must have a valid driver's license and insurance.</p>
<b>Bed Holds</b>	Contact the PCSA prior to planned leave and immediately upon unplanned leave	<p>PCSA agrees to continue payment for up to 3 days during a child's absence.</p> <p>PCSA may approve additional days at its discretion.</p>

<b>Clothing</b>	<p>Maintain appropriate and adequate supplies of clothing during child's placement</p> <p>Provide appropriate and adequate supply of clothing at discharge</p> <p>Monitor foster parent's compliance</p>	As needed
<b>Out of State or Overnight Travel</b>	Notify and obtain written consent for travel at least 7 days prior to travel.	Obtain written approval 7 days from PCSA prior to planned trip.
<b>Notification</b>	<p>Notification to PCSA when any of the following occurs;</p> <ul style="list-style-type: none"> <li>▪ within 45 days prior to an agency closing or merging</li> <li>▪ ODJFS investigation or action that may result in revocation or a temporary license</li> <li>▪ ODJFS investigation or action that results from staff misconduct, abuse or neglect</li> <li>▪ Notify agency prior to providing any consent or authorization for non-routine video taping,</li> </ul>	Within 45 days or immediately upon notification

	pictures, media, and non-routine medical treatment.	
<b>Life book</b>	Ensure each child has a life book and/ or provide updates to inform Life book.	Ongoing until discharge
<b>Independent Living Services</b>	Provide independent living assessment, training and skill building to any child identified to have this need.	Document provision of services, progress and needs in monthly progress report. Document goal in child's treatment plan.

# BUTLER COUNTY

# Butler County Department of Job and Family Services

## Purchase of Service Contract

This Contract is entered into by and between the Board of County Commissioners of Butler County through and on behalf of Butler County Children Services, a division of Butler County Department of Job and Family Services ("BCCS/BCDJFS" or "Department") and **Provider Name** an Ohio **Type of Organization**, ("Provider"), with its main office located at **Provider Address**, whose telephone number is **Phone Number**, for the purchase of **Add Program Information as Needed** services identified under Exhibit 1, Services To Be Purchased.

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.

### 1. TERM / CONTRACT AMOUNT

This Contract shall be effective from the date it is executed by the Board of County Commissioners of Butler County and shall remain in effect through (enter contract end date here) inclusive, unless otherwise terminated or extended by formal amendment at BCCS/BCDJFS discretion.

BCCS/BCDJFS acknowledges that Provider has or may have provided services contemplated by the terms of this Contract commencing (enter contract begin date). BCCS/BCDJFS further acknowledges the receipt of and the obligation to reimburse Provider for such services upon presentation of timely and properly documented invoice(s). No services provided prior to the commencement date shall be covered under the terms of this contract.

The maximum amount payable for this Contract shall not exceed (enter maximum contract amount).

### 2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and Exhibits (such Exhibits are deemed to be a part of this contract as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit 1, Services to be Purchased, and Exhibit 2, Reimbursement Policy.

### 3. EXHIBITS

When variations occur between the contract language and the language of Exhibit 1, Exhibit 2 and any attachments, the language of Exhibit 1, Exhibit 2 and any attachments shall govern.

The extent to which any of the terms of this contract shall be made inapplicable or amended are set forth in Exhibit 3, attached to this contract. If an Exhibit 3 is **not** attached to this contract, all terms of this contract shall be in full force and effect according to the terms of this Contract, Exhibit 1, and Exhibit 2.

### 4. ELIGIBILITY

Unless otherwise defined in Exhibit 1, service is to be provided only for referrals made to Provider by BCCS/BCDJFS on behalf of a BCCS/BCDJFS client.

### 5. NON-EXCLUSIVE

This is a non-exclusive Contract, and BCCS/BCDJFS may purchase the same or similar items or services from other Providers at any time during the term of this Contract. Provider acknowledges that, by entering into this Contract, BCCS/BCDJFS is not making any guarantees or other assurances as to the extent, if any, that BCCS/BCDJFS 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, so long as such additional contractual work does not impede Provider's ability to perform the services required under this Contract.

## **6. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this Contract.

If funds are reallocated in lesser quantities than the initial allocation, BCCS/BCDJFS may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the products or services directly involved in the performance of that function may be terminated by BCCS/BCDJFS at the end of the period for which funds are available. BCCS/BCDJFS will notify Provider at the earliest possible time of any product or services which will or may be affected by a shortage of funds.

No penalty shall apply to BCCS/BCDJFS in the event this provision is exercised and BCCS/BCDJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

## **7. AMENDMENT**

This contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

BCCS/BCDJFS reserves the right to amend or renegotiate the Contract if the requirements of the program are substantially changed by the Ohio Department of Job and Family Services, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Contracts may not be amended after lapse or termination of the Contract.

## **8. TERMINATION**

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination. Should Provider wish to terminate this contract, Provider shall deliver the notice of termination thirty (30) days prior to the effective date of termination. Should BCCS/BCDJFS wish to terminate, BCCS/BCDJFS may do so immediately upon delivery of the termination notice.

Should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract, shall become the property of BCCS/BCDJFS. Upon BCCS/BCDJFS request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this Contract for any reason or if Provider otherwise materially breaches this Contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Contract Section 19- REIMBURSEMENT and Exhibit 2, subject to any claim or setoff by BCCS/BCDJFS for overpayment or other causes.

BCCS/BCDJFS shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by BCCS/BCDJFS.

Notwithstanding the above, Provider shall not be relieved of liability to BCCS/BCDJFS for damages sustained by BCCS/BCDJFS by virtue of any breach of the Contract by Provider. BCCS/BCDJFS may withhold any compensation due Provider for the purpose of off-set until such time as the amount of damages due BCCS/BCDJFS from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

## **9. PUBLIC RECORD**

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

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

## **10. INSURANCE**

Provider agrees to procure and maintain for the duration of this contract the following insurance: insurance against claims for injuries to persons or damage to property which may arise from or in connection with Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider shall procure and maintain for the duration of this Contract Workers Compensation coverage. The cost of the 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 the equivalent with limits of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate and at least one hundred thousand dollars (\$100,000.00) coverage in legal liability fire damage. Coverage shall include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests; and
- 6) Joint venture as named insured (if applicable).

**B) Endorsements** for physical abuse claims and for sexual molestation claims at a minimum of three hundred thousand dollars (\$300,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate.

**C) 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 BCCS/BCDJFS clients and Provider provides this service through the use of its employees' privately owned vehicles, then Provider's Business Auto Liability insurance shall be excess to the employees' privately owned vehicle insurance and shall provide coverage above its employees' privately owned vehicle coverage. Provider's business auto liability policy shall be endorsed to provide this coverage.

Provider shall not allow anyone to transport BCDJFS clients who currently has five (5) or more points on his or her license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy with coverage that meets or exceeds the limits specified in the preceding paragraph.

**D) Professional liability** (error and omission) insurance of at least one million dollars (\$1,000,000.00) per claim and in the aggregate.

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

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

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

Provider further agrees that **1)** all commercial general, business auto and umbrella/excess liability policies shall state "Butler County Board of County Commissioners and Butler County Department of Job and Family Services, their officials, employees, agents and volunteers are endorsed as additional insured parties", **2)** each required insurance policy shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice to BCCS/BCDJFS, and **3)** each required insurance policy shall be endorsed to state that each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the Butler County Board of County Commissioners and BCCS/BCDJFS.

Provider shall furnish BCCS/BCDJFS with original certificates of insurance and amendatory endorsements affecting coverage prior to contract commencement. BCCS/BCDJFS reserves the right to require, at any time during the Contract period, complete certified copies of all required insurance policies and endorsements affecting coverage.

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

If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following; 1) unlimited extended reporting 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 (tail coverage), or 2) continuous coverage from the original retroactive date of coverage. The original retroactive date means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with BCCS/BCDJFS.

Provider shall fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.

Provider's insurance coverage shall be primary insurance with respect to Butler County Board of County Commissioners, BCCS/BCDJFS, their officials, employees, agents and volunteers. Any insurance maintained by Butler County Board of County Commissioners or BCCS/BCDJFS shall be excess of Provider's insurance and shall not contribute to it.



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

Any/all subcontractors are subject to the same insurance requirements contained within this contract, including the insurance requirement in which BCCS/BCDJFS and the Butler County Board of County Commissioners are listed as additional insured parties. Provider shall obtain and keep on file copies of all required insurance documents from any subcontractor approved by BCCS/BCDJFS to provide services under this contract.

## **11. INDEMNIFICATION**

Provider agrees to protect, defend, indemnify and hold harmless the Butler County Board of County Commissioners and BCCS/BCDJFS and their 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, performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) officers, employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract.

Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Government entity providers subject to legally imposed limits on indemnification shall indemnify to the extent of their insurance coverage as required in Section 10 and their self-insured retention.

## **12. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree that this Contract shall not be assigned by Provider without the prior written approval of BCCS/BCDJFS.

Provider shall not subcontract any of the services agreed to in this Contract without the express written consent of BCCS/BCDJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

Provider shall enter into a binding legal contract or written agreement with any/all approved Subcontractors and shall provide a copy of said contracts to BCCS/BCDJFS within ten (10) business days of contract execution.

Provider shall monitor any approved Subcontractors to assure all requirements under this Contract are being met. Provider shall notify BCCS/BCDJFS within one (1) business day when Provider learns that any Subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider shall immediately implement a process whereby either the Subcontractor is immediately brought into compliance or the Subcontractor's Contract with Provider is terminated. Provider shall provide BCCS/BCDJFS with written documentation regarding how compliance will be achieved. In the event of termination of a subcontractor, Provider shall notify BCCS/BCDJFS of Subcontractor's termination and shall make recommendations to BCCS/BCDJFS of a replacement subcontractor. All replacement Subcontractors are subject to the prior written consent of BCCS/BCDJFS.

Notwithstanding any other provisions of this Contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this Contract or use of any subcontract without the prior written approval BCCS/BCDJFS is grounds for BCCS/BCDJFS to terminate this contract upon delivery of written notice.

### **13. INDEPENDENT CONTRACTOR STATUS**

Provider and BCCS/BCDJFS intend that an independent contractor relationship be created by this Agreement, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this Agreement and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Provider further agrees to indemnify and hold harmless BCCS/BCDJFS from any and all claims made to or by the above-mentioned taxing authorities resulting from or related to the performance of this Contract. However, if BCCS/BCDJFS determines that taxes should be withheld, BCCS/BCDJFS reserves the right to unilaterally withhold, as appropriate, and to notify Provider accordingly.

Since Provider and BCCS/BCDJFS are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with BCCS/BCDJFS that it has no authority to bind BCCS/BCDJFS. Moreover, at no time shall Provider hold itself out as an agent, subsidiary or affiliate of BCCS/BCDJFS for any purpose, including reporting to any government authority, and shall have no authority to bind BCCS/BCDJFS to any obligation.

### **14. BREACH OR DEFAULT OF CONTRACT; WAIVER**

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, BCCS/BCDJFS may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and BCCS/BCDJFS retains the right to exercise all remedies mentioned herein.

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. Provider waiver requests shall be submitted in writing to the BCCS/BCDJFS Director or his/her designee. BCCS/BCDJFS will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

### **15. SEVERABILITY**

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

## **16. CONFIDENTIALITY**

Provider shall maintain the confidentiality of all BCCS/BCDJFS clients and shall comply with all federal and state laws applicable to BCCS/BCDJFS and/or clients of BCCS/BCDJFS concerning the confidentiality of BCCS/BCDJFS clients.

Provider agrees that the use or disclosure of information, systems or records concerning BCCS/BCDJFS clients for any purpose not directly related to the administration of this Contract is prohibited and access to the identities of any BCCS/BCDJFS clients shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this Contract.

No information on clients served will be released for research or other publication without the express written consent of the BCDJFS Director or his designee.

## **17. RECORDS**

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this Contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules for a minimum of three (3) years after final payment is made under this Contract.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of BCCS/BCDJFS, Board of County Commissioners of Butler County, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this contract. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third party performing work related to this contract, unless otherwise directed by BCCS/BCDJFS.

Provider shall not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein without the express written consent of BCCS/BCDJFS.

## **18. UNIT RATES**

When Exhibits 1 and/or 2 of this Contract identify the service to be provided as a purchase of services in **units of service**, or the authorization issued by BCCS/BCDJFS is to provide a specific number of units of service, it is the responsibility of Provider to determine the number of units approved and to monitor the number of allowable units of services authorized by BCCS/BCDJFS under this Contract which have been used: (1) individually and (2) collectively. If Provider offers services collectively or individually in excess of the contract limits for the units authorized by BCCS/BCDJFS for an individual client or for all clients without prior approval by BCCS/BCDJFS, Provider shall bear the cost of the services provided.

If Provider feels there is a need for additional units of service in individual cases or for the contract as a whole, it is the responsibility of Provider to obtain written approval from BCCS/BCDJFS administration prior to providing the additional units of service. Lack of diligence in securing such approval in advance shall not operate to the financial prejudice of BCCS/BCDJFS and thus BCCS/BCDJFS shall not be obligated to approve or pay for any services provided in excess of those it has authorized.

Should BCCS/BCDJFS agree to an increase in the authorized number of units of service, amendment language will be formulated by BCCS/BCDJFS for incorporation into the Contract via BCCS/BCDJFS' contract amendment process. No contract modifications shall become effective until they are formally amended per Contract Section 7 – Amendment.

## **19. REIMBURSEMENT**

Provider warrants that claims made to BCCS/BCDJFS for payment of services provided shall be for actual services rendered to eligible clients and further warrants not to duplicate claims made by Provider to other sources of public or private funds for the same service.

BCCS/BCDJFS agrees to compensate Provider in accordance with the rates outlined in Contract Exhibit 2, Reimbursement Policy, for the services performed by Provider.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract is listed in Exhibit 2 – Reimbursement Policy.

Records of service provided to eligible clients and all expenses incurred in the operation of the program shall be maintained per Contract Section 17 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit process.

**A) Billing:** Invoices shall be sent each month to BCCS/BCDJFS within fifteen (15) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. BCCS/BCDJFS shall not make payment for any service, based upon either an initial invoice or a supplemental invoice, for which a request for reimbursement is submitted to BCCS/BCDJFS more than ninety (90) calendar days from the end of the service month. The BCCS/BCDJFS Finance Department has the final authority to determine whether an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there shall be no extension of time limitations.

Invoices shall include Provider's name and address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any special documentation identified in Contract Exhibit 2, Reimbursement Policy.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8, Termination.

All invoices and supporting documentation shall be subject to audit and adjustment by BCCS/BCDJFS and the Ohio Department of Job and Family Services after payment is made. Attention is directed to Contract Section 20, Audit Responsibility (of Provider).

**B) Payment:** BCCS/BCDJFS will review Provider's invoice for completeness of required information before making payment, but within thirty (30) working days after receipt of a complete and accurate invoice. Any adjustments by BCCS/BCDJFS to the invoice will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, payment will be delayed until receipt of required information.

In the event BCCS/BCDJFS intends to withhold any amount due to the lack of sufficient documentation, BCCS/BCDJFS will promptly notify Provider in writing.

## **20. AUDIT RESPONSIBILITY**

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this Contract.

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

Provider recognizes and agrees BCCS/BCDJFS 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.

Provider shall repay BCCS/BCDJFS, with interest at the statutory rate, the full amount of payment received for duplicate billing, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Agreement" or BCCS/BCDJFS shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than sixty (60) days will be canceled and will not be re-issued. BCCS/BCDJFS may, in its sole discretion, allow a change to the terms of the Repayment of Funds Agreement. Any change to the Repayment of Funds Agreement shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Agreement may also be required by BCCS/BCDJFS if any additional changes or issues develop or need to be addressed as determined by BCCS/BCDJFS.

BCCS/BCDJFS reserves the right not to 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 any audit finding.

## **21. PROPERTY OF BUTLER COUNTY**

All items produced under this Contract or with funds provided under this Contract, including, but not limited to, documents, data, photographs and negatives, electronic reports / records, or other media are the property of Butler County, which has an unrestricted right to reproduce, distribute, modify, maintain and use any or all such deliverables.

Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this Contract.

All purchases of furniture and/or equipment authorized by BCCS/BCDJFS for the performance of this Contract shall be transferred to BCCS/BCDJFS upon completion or termination of this Contract or a succeeding Contract(s). If Provider wishes to retain furniture and/or equipment, at BCCS/BCDJFS' discretion the appropriate residual value as determined by BCCS/BCDJFS may be withheld from Providers final payment.

## **22. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS**

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level.

Provider shall complete an Ohio Bureau of Criminal Identification and Investigation (BCII) check, a nationwide Federal Bureau of Investigation (FBI) conviction record check and a criminal records check from the local Police Department, Sheriff's Office and/or any law enforcement or police department necessary to conduct a complete criminal record check of each employee, intern, volunteer, mentor, and subcontractor assigned to work with or transport children.

All record checks shall be completed prior to commencing employment, internship, volunteering, mentoring or subcontracting and every six months thereafter. All reports must be dated within six (6) months of the date an employee, intern, volunteer, mentor or subcontractor is hired to be considered current.

Individuals with a conviction or with an arrest for which final disposition is pending in the following categories are to be disqualified from providing service under the terms of this contract:

- A.) Criminal conduct, including sexual offenses, involving children;
- B.) Violent or sexually exploitive conduct;
- C.) Drug related offenses.

Individuals transporting clients must have a current and valid driver's license. If Provider utilizes a non-resident college student, a valid license from the student's state of residence will be acceptable. A Bureau of Motor Vehicles (BMV) transcript shall be obtained for each individual transporting BCCS/BCDJFS clients. In the case of a non-resident college student, Provider shall obtain transcripts from both the State of Ohio BMV and the student's state of residence.

Provider shall not allow any individual to transport BCCS/BCDJFS clients who currently has five (5) or more points on his/her operator's license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy or policies with coverage that meets or exceeds the limits specified in Contract Section 10 – Insurance.

Provider shall maintain written detailed policies regarding staff and volunteer recruitment procedures, screening procedures, references, police/BCII / FBI checks and training methods.

## **23. COMPLIANCE**

Provider shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

## **24. GOVERNING LAW**

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

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

## **25. CONFLICT OF INTEREST**

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from BCCS/BCDJFS, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that, at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract which will impede its ability to perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of any BCCS/BCDJFS officers, Board of County Commissioners or employees of Butler County involved in the development of

the specifications or the negotiation or actual performance of this Contract. Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this Contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this Contract has a financial or other interest in the Contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this Contract.

Provider shall report the discovery of any potential conflict of interest to BCCS/BCDJFS. If a conflict of interest occurs or is discovered during the term of this contract, BCCS/BCDJFS may exercise any right under the Contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies that it is and shall remain in compliance with these provisions.

## **26. FAITH BASED ORGANIZATIONS**

Any Provider that is a faith based organization shall perform duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of BCCS/BCDJFS clients is not compromised or diminished. Provider shall not discriminate against any BCCS/BCDJFS client based on religion, religious belief, or refusal to participate in religious activity.

Provider shall immediately notify BCCS/BCDJFS of any client that objects to the religious character of the Provider's organization. BCCS/BCDJFS will take the necessary steps to provide services to said client by means of an alternate Provider.

No funds provided under this contract shall be used to promote the religious character and activities of the Provider.

## **27. FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect BCCS/BCDJFS' 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 on government and/or people; civil disturbances; and explosions.

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

## **28. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

BCCS/BCDJFS reserves the right to announce the following 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.

Provider shall not release information about or related to this contract to the general public or media verbally, in writing, or by electronic means without prior written approval from BCCS/BCDJFS, unless Provider is required to release requested information by law.

Provider shall not seek to publicize and shall not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents BCCS/BCDJFS 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 without prior written BCCS/BCDJFS approval.

Provider shall contact BCCS/BCDJFS in lieu of responding immediately to media queries.

Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific clients or prospects.

Any program description intended for internal or external use shall mention that referrals and funding are provided by the Butler County Department of Job and Family Services.

## **29. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with BCCS/BCDJFS, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

## **30. CLEAN AIR ACT**

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

## **31. COORDINATION**

Provider shall advise BCCS/BCDJFS, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider within Butler County for supplementary operating or capital funds so that BCCS/BCDJFS will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of BCCS/BCDJFS and other agencies within the community.

## **32. DEBARMENT AND SUSPENSION**

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify BCCS/BCDJFS of any contemplated or imposed debarment or suspension.

## **33. DEBT CHECK PROVISION**

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding



for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify BCCS within one (1) business day if a finding for recovery is issued against Provider during the Contract term.

#### **34. DELINQUENT PERSONAL PROPERTY TAX**

Provider certifies that all delinquent personal property tax obligations of the Provider, including interest and penalties due the County of Butler, have been paid prior to the signing of this contract, per the requirements of Section 5719.042 of the Ohio Revised Code.

#### **35. DISCLOSURE**

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this Contract have with a county employee, county employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

#### **36. DRUG-FREE WORKPLACE**

Provider shall comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

#### **37. LOBBYING**

Provider certifies that Provider has not and shall not use Federal 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 shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this Contract.

#### **38. NON-COLLUSION CERTIFICATION**

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

#### **39. NON-DISCRIMINATION**

Provider certifies that 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.

Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Provider, nor any person claiming through Provider, shall 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.

#### **40. CAMPAIGN CONTRIBUTION DECLARATION**

Provider shall complete a Certificate of Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB 694). Amended Substitute House Bill 694 (“HB 694”) restricts political contributions and solicitations by owners of businesses, and certain members of their families, from doing business or seeking to do business through public contracts. Provider shall notify BCCS/BCDJFS within five (5) business days should Provider’s ownership or HB 694 Campaign contribution Declaration information change during the Contract term.

#### **41. OHIO SENATE BILL 9**

Provider shall complete form HLS0038 2/06, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization and submit same to BCCS/BCDJFS prior to the effective date of this contract. Provider shall notify BCCS/BCDJFS in advance of the sale, merger or purchase of Provider by another entity. The new Provider will be required to complete HLS0038 2/06 pursuant to this or any subsequent contract with BCCS/BCDJFS.

#### **42. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS**

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to BCCS/BCDJFS clients.

#### **43. CONTRACT DISPUTE RESOLUTION**

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

#### **44. CONTRACT CLOSEOUT**

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

#### **45. AUTHORITY TO BIND PRINCIPAL**

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this agreement.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**In witness whereof**, the Provider and BCCS/BCDJFS have executed this Contract as of the day and year \_\_\_\_\_.

**REQUIRED SIGNATURES**

\_\_\_\_\_  
Name, Title

**Provider Name**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Centers, Interim Director

**Butler County Department of Job and Family Services**

\_\_\_\_\_  
Date

**BUTLER COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Donald L. Dixon, President

\_\_\_\_\_  
Gregory V. Jolivette, Vice President

\_\_\_\_\_  
Charles R. Furmon, Commissioner

**Approved As To Form Only:**

\_\_\_\_\_  
Assistant Prosecuting Attorney

\_\_\_\_\_  
(Date)

# PREBLE COUNTY

**Contract for Title IV-E Agencies and Providers for the Provision of Child Placement and Related Services**

**This contract sets forth the terms and conditions between the parties for placement and related services for children who are in the care and custody of the Agency named below.**

This Contract is entered into by and between the  
a Title IV-E Agency, hereinafter "Agency" whose address is

IV-E Agency Name Preble County JFS/Children Services Division		
Street/Mailing Address 1500 Park Avenue		
City, Eaton	State Ohio	Zip Code 45320

and

hereinafter "Provider" whose address is

Provider		
Street/Mailing Address		
City,	State	Zip Code

**RECITALS**

Whereas, the Agency is responsible under Chapter 5153. Ohio Revised Code (ORC) for the custody and care of, and protective services for dependent, neglected and abused children; and,

Whereas, the Agency is authorized under Chapter 5153. Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

Whereas, the Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located, NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

**ARTICLE I  
SCOPE OF PLACEMENT SERVICES**

The Provider agrees to provide placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current state and federal laws and regulations relative to the provider's licensed or certified functions and services. If a conflict exists between the provisions of this agreement and the ICCA, the contract supersedes except if any additional, specific wraparound services are listed in the ICCA and were not previously agreed to in the contract. In that one circumstance, those terms of the ICCA supersede the contract.

**ARTICLE II  
TERM OF CONTRACT**

This Contract is in effect from \_\_\_\_\_ through \_\_\_\_\_  
(Month, Day, Year) (Month, Day, Year)  
unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date.

The JFS 01703 is a sample contract developed to meet the requirements contained in rule 5101:2-47-23.1 of the Ohio Administrative Code. The use of this template is not required.

**ARTICLE III  
DEFINITIONS GOVERNING THIS CONTRACT**

The following definitions shall govern this Contract:

- A. IV-E Allowable Costs for public agencies means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- B. IV-E Unallowable Costs for public agencies means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.
- C. IV-E Allowable Costs for Private for-profit and Private non-profit providers means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- D. IV-E Unallowable Costs for Private for-profit and Private non-profit providers means those costs as specified in accordance with the Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- E. C.F.R. means Code of Federal Regulations.
- F. Administration Costs means those costs as specified in Ohio Administrative Code Rule 5101:2-47-02.
- G. Maintenance Costs means those costs as specified in Ohio Administrative Code rule 5101:2-47-02.
- H. Purchased foster care means foster home, family foster home, specialized foster home, medically fragile foster home, and treatment foster home as defined in Ohio Administrative Code Rule 5101:2-1-01.
- I. Group, Residential and Institutional foster care means children's residential centers, group homes, and residential parenting facilities as defined in Ohio Administrative Code Rule 5101:2-1-01 and maternity home as defined in Ohio Administrative Code Rule 3701-7-07.
- J. Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
- K. Government Auditing Standards means generally accepted government auditing standards issued by the Comptroller General of the United States.

**ARTICLE IV  
REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES**

- A. The maximum amount payable pursuant to this contract is: \$ 0
- B. Notwithstanding Section A of this Article, the agency agrees to pay Provider the daily per diem fee agreed to on the ICCA for the duration of the child's placement.
- C. The agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer, as specified on the ICCA. If a conflict exists between the provisions of this agreement and the ICCA, the contract supersedes unless there are additional specific wraparound services outlined in the ICCA not previously agreed to in the contract, then the ICCA will supersede the contract.
- D. Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.

- E. The Agency agrees to pay the Provider for up to three days when a child is temporarily absent from the direct care of the Provider. The Agency may pay the Provider for an extended period of days based on a negotiated agreement in writing between the Agency and Provider. The Agency will be ineligible for reimbursement for any payment made on behalf of a child temporarily absent from the direct care of the Provider.
- F. Provider will submit to the agency on a monthly basis, a detailed invoice for placement services specifically delivered on behalf of the child. All invoices shall include the following information:
- 1) Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable and Medicaid provider number, if applicable.
  - 2) Billing date and the billing period.
  - 3) Name of child, date of birth of child, and the child's identification number as supplied by the Title IV-E agency.
  - 4) Admission date and discharge date, if available.
  - 5) Agreed upon per diem for maintenance and administration.
  - 6) Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a) Case Management; allowable administration cost.
    - b) Transportation; allowable administration cost.
    - c) Other Direct Services; allowable maintenance cost.
    - d) Behavioral health care; non-reimbursable cost.
    - e) Other costs - (any other cost the Title IV-E agency has agreed to participate in); non-allowable/non-reimbursable cost.
- G. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents:
- 1) that it has adequate funds to meet its obligations under this Contract;
  - 2) that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3) that it will its best effort to obtain the appropriation of any necessary funds during the term of this Contract.

It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

#### **ARTICLE V TERMINATION; BREACH AND DEFAULT**

- A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider. The Agency or the Provider must give written notification no less than thirty (30) calendar days in advance of termination. The notification must be sent by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. Upon receipt of notice of termination pursuant to paragraph A of this Article, the Provider and Agency agree that they will work in the best interests of children placed to secure alternative placements for all children affected by the termination. Under no circumstance shall placements of any child with the Provider continue beyond the effective termination date (discharge date of last child).

- C. Notwithstanding paragraph A of this article, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if the Agency discovers conduct on the part of Provider involving the health, safety or welfare of a child, any violation of ARTICLE X of the Contract, or loss of funding as set forth in ARTICLE IV.
- D. Upon receipt of notice of termination pursuant to paragraph C of this article, the Provider agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement with the Provider no later than the effective termination date.
- E. In the event of termination under this ARTICLE V, both Provider and Agency shall make good faith efforts to minimize adverse affect on children resulting from the termination of a Contract. The best interests of children shall guide the parties' actions at all times.
- F. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- G. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- H. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by either party is not effective unless it is in writing signed by the respective director or designee granting the waiver.

## ARTICLE VI PROVIDER RESPONSIBILITIES

- A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.
- B. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semiannual administrative reviews, and the completion of reunification assessments for the child in placement with the Provider.
- C. Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-26.1 of the Ohio Administrative Code as it relates to this provision.
- D. Provider agrees to submit a monthly invoice for services delivered to the Agency within 30 calendar days following the end of the month in which services were provided. (Days)
- E. Provider agrees to submit a monthly progress report as negotiated by the parties for each child no later than the 20th day of each month. The progress report will be based on the child's ICCA and should include documentation of services provided to the child.



- F. Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation. In such cases, notification must occur within forty-eight (48) hours or the next business day to the designated Agency emergency contact (e.g., county hotline). Provider also agrees to notify the Agency, when and if any of the following safety conditions exist:
- 1) the child is absent without leave (AWOL).
  - 2) the child received emergency treatment from a medical professional.
  - 3) the child is involved in a critical incident.
  - 4) the child is a victim or perpetrator of an assault.
  - 5) the child's medication has changed.
  - 6) the child is suspended or expelled from school.
  - 7) the filing of any law enforcement report involving the child, or
  - 8) when physical restraint is used/applied.
- G. Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment as specified in the ICCA.
- H. Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement shall be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- I. Provider agrees to provide a minimum of 3 days notice, not to exceed 60 days notice to the agency for each child who is being terminated from substitute care and to submit a discharge summary with that month's invoice or within 20 days following discharge, whichever is greater.
- J. Provider agrees to provide additional services as agreed to and specified in the ICCA (e.g., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities).
- K. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

## **ARTICLE VII AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within 30 days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's, social history, medical history, and Medicaid card within 60 calendar days of the first day of placement for new cases and within 60 calendar days for existing cases.

- C. Agency agrees to participate in the development of the treatment plan of each child placed with the provider. The Agency acknowledges that treatment decisions must be supported by licensed clinical staff. Agency acknowledges that its disagreement with a treatment decision of the provider may result in notice to the agency of termination of the placement for that child.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency. Agency acknowledges that its disagreement with a treatment decision of the Provider may result in notice to the Agency of termination of the placement for that child.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school within 10 calendar days. The Agency will notify the Provider of any known issues with the sending school that may delay the child's enrollment, transfer of records or recovery of tuition costs by the receiving school, and will work with the Provider, sending school and receiving school to resolve those issues. The Agency has the final responsibility to obtain the child's school records and to cause tuition to be paid to the receiving school. The Agency agrees to provide the Provider with a journal entry from the court specifying the school district responsible for the educational costs of each child placed with the Provider.
- F. The Agency agrees to invite the Provider to attend all meetings to develop, amend or modify the case plan. The agency agrees to notify the Provider of all meetings not less than 3 days in advance.
- G. The Agency agrees to pay Provider for all services agreed to on the ICCA and included on any undisputed Invoice received. Payment shall be made within 90 days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.
- H. The Agency will provide a minimum of 3 days notice, not to exceed 60 days notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court with appropriate jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

## ARTICLE VIII RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

- A. Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract are treated according to the following terms:
  - 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Contract will be retained for a minimum of three years after reimbursement for services rendered under this Contract.
  - 2) If an audit, litigation, or other action is initiated during the time period of the agreement, the Provider shall retain such records until the action is concluded and all issues resolved or the three years have expired, whichever is later.
  - 3) All records referred to in Section A (1) of this Article VIII shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time, but not later than 60 days.

- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Agency. Provider further agrees to maintain the confidentiality of all children and families served. No identifying information on children served will be released for research or other publication without the express written consent of the Agency Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

#### **ARTICLE IX PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
- B. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- C. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- D. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- E. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- G. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
- H. Provider certifies that it will provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the contract.
- I. Provider certifies that it will seek to maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending a expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five business days.
- J. Provider certifies that it will notify Agency within 24 hours if it receives any status other than full licensure.
- K. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability or age.

#### **ARTICLE X INDEPENDENT CONTRACTOR**

- A. The provider and agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this contract.
- B. The provider and agency agree that the provider is an independent contractor and shall assume all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- C. The provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.

## **ARTICLE XI AUDITS**

- A. Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.
- B. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension will be requested prior to the December 31<sup>st</sup> filing deadline.
- C. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with Ohio Administrative Code rule 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of children in care. Any overpayments or underpayment of federal funds to the Title IV-E agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC sections 5101.11, 5101.14.10, and OAC 5101:2-47-01.
- D. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:
  - 1. Rule 5101:2-47-11 of the Ohio Administrative Code: "Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
  - 2. Rule 5101:2-47-26.1 of the Ohio Administrative Code: "Public children services agencies (PCSA), private child placing agencies (PNA): Title IV-E cost report filing requirements, record retention requirements and related party disclosure requirements".
  - 3. Rule 5101:2-47-26.2 of the Ohio Administrative Code: "Cost Report Agreed Upon Procedures engagement".
  - 4. JFS 02911I Single Cost Report Instructions.
  - 5. For Private Agencies: Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations.
  - 6. For Public Agencies: Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government.
  - 7. If reporting requirements are not addressed in the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.

## **ARTICLE XII GRIEVANCE /DISPUTE RESOLUTION PROCESS**

The Agency and Provider shall have a written Grievance/Dispute Resolution process as negotiated between the parties.

**ARTICLE XIII  
AMENDMENTS**

This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this contract will be incorporated into this contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

**ARTICLE XIV  
NOTICE**

A. Notice to the Agency regarding any of the terms and conditions of this contract should be provided to the Agency's Executive Director, via certified mail, return receipt requested at: 1500 Park Avenue, Eaton, Ohio.

Notice to the Provider regarding any of the terms and conditions of this contract should be provided to the Provider's Executive Director, via certified mail, return receipt requested at: \_\_\_\_\_, \_\_\_\_\_.

**ARTICLE XV  
CONSTRUCTION**

This contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

<b>Agency</b> Preble County JFS/Children Services Division	<b>Date</b>
<b>Printed Name</b> Jewell L. Good, MSW, LISW-S, SSSII	
<b>Provider</b>	<b>Date</b>
<b>Printed Name</b>	

# 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:

[carsos01@jfs.hamilton-co.org](mailto:carsos01@jfs.hamilton-co.org)

3) Mail:

Contract Services  
Hamilton County Department of Job & Family Services  
222 East Central Parkway, 3<sup>rd</sup> 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						
<b>TOTAL PROGRAM EXPENSES</b>						

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.

<b>TOTAL REVENUE*</b>						
-----------------------	--	--	--	--	--	--

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

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
<b>TOTAL SALARIES</b>									

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.

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 _____ %						
<b>BENEFITS</b>						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>						

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.

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
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>						

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

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)						
<b>TOTAL CONSUMABLE SUPPLIES</b>						

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)						
<b>TOTAL OCCUPANCY COSTS</b>						

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.

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.

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						
<b>TOTAL TRAVEL COSTS</b>						

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

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						
<b>TOTAL INSURANCE COSTS</b>						

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.



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)						
<b>TOTAL EQUIPMENT COSTS</b>						

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.

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.

[illegible]

7

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						
<b>TOTAL MISCELLANEOUS COSTS</b>						

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.

(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
<b>J. PROFIT MARGIN</b> (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
<b>K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION</b>						

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

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
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency)</b>						
HCJFS						
<b>B. OTHER FUNDING</b>						
Fees From Clients						
Contributions						
Awards & Grants						
Other (specify)						
<b>TOTAL REVENUE</b>						

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 C

## HCJFS CONTRACT BUDGET

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

\_\_\_\_\_ TO \_\_\_\_\_

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE  
TO BE PROVIDED:

UNIT =

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

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

TOTAL REVENUE						
---------------	--	--	--	--	--	--

## ATTACHMENT C

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

[illegible]

**Salaries Narrative.** Describe how each position relates to the service proposed.

Please type narrative here.

**ATTACHMENT C**

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

**Employee Payroll Taxes & Benefits Narrative.**

Please type narrative here.

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

**Professional Fees & Contracted Services Narrative**

Please type narrative here.



**ATTACHMENT C**

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>D.CONSUMABLE SUPPLIES</b>						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
<b>TOTAL CONSUMABLE SUPPLIES</b>						

**Consumable Supplies Narrative**

Please type narrative here.

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>E. OCCUPANCY COSTS</b>						
RENTAL @ PER SQ. FT.						
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT)						
HEAT & ELECTRICITY WATER						
TELEPHONE						
OTHER (SPECIFY)						
<b>TOTAL OCCUPANCY COSTS</b>						

**Occupancy Costs Narrative**

Please type narrative here.

**ATTACHMENT C**

<b>EXPENSES BY PROGRAM SERVICES</b>				<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER (PARKING)						
MILEAGE REIMBURSE.@ _____ PER MILE						
CONFERENCES & MEETINGS, ETC.						
PURCHASED TRANSPORTATION						
<b>TOTAL TRAVEL COSTS</b>						

**Travel Costs Narrative**

Please type narrative here.

<b>EXPENSES BY PROGRAM SERVICES</b>				<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
<b>TOTAL INSURANCE COSTS</b>						

**Insurance Costs Narrative**

Please type narrative here.

**ATTACHMENT C**

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

**Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)**

Please type narrative here.

## ATTACHMENT C

## LARGE EQUIPMENT DEPRECIATION COSTS

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

[illegible]

**ATTACHMENT C**

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>I.MISCELLANEOUS COSTS</b>						
<b>TOTAL MISCELLANEOUS COSTS</b>						
<b>J. PROFIT MARGIN (For profit entities only)</b>						
<b>TOTAL OF ALL EXPENSES</b>						

**Miscellaneous Costs Narrative.**

Please type narrative here.

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 Cost Narrative.**

Please type narrative here.

**Profit Margin Narrative (for profit entities only).**

Please type narrative here.

**ATTACHMENT C**

<b>REVENUES BY PROGRAM SERVICES</b>				<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL REVENUES</b>
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
<b>B. OTHER FUNDING</b>						
FEES FROM CLIENTS						
CONTRIBUTIONS						
AWARDS & GRANTS						
OTHER (specify)						
<b>TOTAL REVENUE</b>						

**Revenue Narrative**

Please type narrative here.

**ATTACHMENT C-1**

**HCJFS CONTRACT SAMPLE BUDGET**

(for reference purposes only)

**AGENCY:** Acme Foster Care

**BUDGET PREPARED FOR PERIOD**

**NAME OF CONTRACT PROGRAM:** Traditional & Therapeutic Foster Care

**January 1, 2010 TO December 31, 2010**

**INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW**

<b>EXPENSES BY PROGRAM SERVICES</b>	<b>Traditional Foster Care</b>	<b>Therapeutic Foster Care 3</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>
<b>A. STAFF SALARIES</b>	154,750.00	218,750.00	0.00	23,250.00	380,500.00
<b>B. EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	38,355.38	54,225.38	0.00	5,734.94	94,151.19
<b>C. PROFESSIONAL &amp; CONTRACTED SERVICES</b>	167,900.00	164,250.00	0.00	15,900.00	32,100.00
<b>D. CONSUMABLE SUPPLIES</b>	1,100.00	1,200.00	0.00	0.00	15,100.00
<b>E. OCCUPANCY</b>	13,400.00	20,100.00	0.00	0.00	90,500.00
<b>F. TRAVEL</b>	29,625.00	29,625.00	0.00	0.00	23,250.00
<b>G. INSURANCE</b>	2,790.00	1,860.00	0.00	500.00	3,150.00
<b>H. EQUIPMENT</b>	1,900.00	1,900.00	0.00	0.00	1,900.00
<b>I. MISCELLANEOUS</b>	7,950.00	5,300.00	0.00	0.00	4,250.00
<b>J. PROFIT MARGIN</b>	0.00	0.00	0.00	0.00	0.00
<b>SUB-TOTAL OF EACH COLUMN</b>	417,770.38	497,210.38	0.00	45,384.94	644,901.19
<b>ALLOCATION OF MGT/INDIRECT COSTS</b>	20,632.02	13,645.48		-45,484.94	11,207.44
<b>TOTAL PROGRAM EXPENSES</b>	438,402.40	510,855.86	0.00	0.00	656,108.63

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

8,395.00

5,475.00

**UNIT** = 1 day

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

\$52.22

\$93.31

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

<b>TOTAL REVENUE</b>	443,402.40	515,855.86	0.00	0.00	657,008.63
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)

TOTAL EXPENSE
777,250.00
192,466.88
380,150.00
17,400.00
124,000.00
82,500.00
8,300.00
5,700.00
17,500.00
0.00
1,605,266.88
0.00
1,605,266.88

1,616,266.89
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**ATTACHMENT C-1**

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
Program Director	1.00	40.0	56,000.00	14,000.00	14,000.00			28,000.00	56,000.00
Case Manager	10.00	400.0	320,000.00	128,000.00	192,000.00				320,000.00
Clerical Specialist	1.00	40.0	25,500.00	12,750.00	12,750.00				25,500.00
Clerical Specialist	1.00	40.0	25,500.00					25,500.00	25,500.00
Other Personnel			195,250.00					195,250.00	195,250.00
Executive Director	1.00	10.0	85,000.00				12,750.00	72,250.00	85,000.00
Human Resource Director	1.00	13.2	70,000.00				10,500.00	59,500.00	70,000.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
<b>TOTAL SALARIES</b>	<b>15.00</b>	<b>543.2</b>	<b>777,250.00</b>	<b>154,750.00</b>	<b>218,750.00</b>	<b>0.00</b>	<b>23,250.00</b>	<b>380,500.00</b>	<b>777,250.00</b>

**Salaries Narrative.** Describe how each position relates to the service proposed.

The budget shows the positions associated with our Foster Care program. Staffing consists of the following:

1 Program Director - 25% allocated Traditional Foster Care; 25% allocated to Therapeutic Foster Care; remaining 50% allocated to other services not associated with foster care.

1 Program Director -  
                           25% allocated to Traditional Foster Care  
                           25% allocated to Therapeutic Foster Care 3  
                           50% allocated to other services not associated with foster care.

10 Case Managers           40% allocated to Traditional foster Care  
                                      60% allocated to Therapeutic Foster Care 3

1 Clerical specialist       50% allocated to Traditional Foster Care  
                                      50% allocated to Therapeutic Foster Care 3

1 Executive Director       25% allocated to Foster Care Program

1 Human Resource Director 33% allocated to Foster Care Program.

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>B.PAYROLL TAXES</b>						
FICA 7.65 %	11,838.38	16,734.38		1,778.63	29,108.25	59,459.63
WORKER'S COMP. 1.9%	2,940.25	4,156.25		441.75	7,229.50	14,767.75
UNEMPLOYMENT 2.3 %	983.25	1,397.25		120.06	2,260.44	4,761.00
<b>BENEFITS</b>						
RETIREMENT 1%	1,547.50	2,187.50		232.50	3,805.00	7,772.50
HOSPITAL CARE 13%	20,117.50	28,437.50		3,022.50	49,465.00	101,042.50
OTHER Life/Disability .6%	928.50	1,312.50		139.50	2,283.00	4,663.50
						0.00
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	38,355.38	54,225.38	0.00	5,734.94	94,151.19	192,466.88

**Employee Payroll Taxes & Benefits Narrative.**

Payroll taxes are based on on current FICA, Worker's Comp and Unemployment percentages. Unemployment taxes are calculated on the first \$9,000.00 of each employee's salary. Benefits for full time employees include hospitalization, retirement, group life and disability insurance.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.))	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
Foster Parent Fees	167,900.00	164,250.00				332,150.00
Accounting Services				6,000.00	12,000.00	18,000.00
Janitorial Services				9,900.00	20,100.00	30,000.00
						0.00
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00

**Professional Fees & Contracted Services Narrative**

Professional and contracted services include fees paid to our Foster Parents. We currently have 38 foster parents. Other contracted services include accounting and janitorial.

## ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>D.CONSUMABLE SUPPLIES</b>						
OFFICE	600.00	900.00			4,500.00	6,000.00
CLEANING						0.00
PROGRAM	500.00	300.00			600.00	1,400.00
OTHER - Food					10,000.00	10,000.00
						0.00
						0.00
<b>TOTAL CONSUMABLE SUPPLIES</b>	1,100.00	1,200.00	0.00	0.00	15,100.00	17,400.00

**Consumable Supplies Narrative**

Program expenses include gifts for children and youth activities. Office supplies are allocated based on the number of FTE's in each service.

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>E. OCCUPANCY COSTS</b>						
RENTAL @ \$10.00 PER SQ. FT. 10,000	10,000.00	15,000.00			75,000.00	100,000.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST						0.00
MAINTENANCE & REPAIRS	1,200.00	1,800.00			9,000.00	12,000.00
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER						0.00
TELEPHONE	2,200.00	3,300.00			6,500.00	12,000.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
<b>TOTAL OCCUPANCY COSTS</b>	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00

**Occupancy Costs Narrative**

Rental expense is allocated by square footage of office space. This expense is further allocated between Traditional Foster Care and Therapeutic Foster Care 3 based on the number of FTE's in each service.

Telephone expense includes office phones and company cell phones used by employees. This expense is further allocated between Traditional Foster and Therapeutic Foster Care based on the number of FTE's in each service.

Maintenance & Repairs expense is allocated by square footage of office space. This expense is further allocated between Traditional Foster Care and Therapeutic Foster Care 3 based upon the number of FTE's in each service.

Utilities are included in the rent.

**ATTACHMENT C-1**

<b>EXPENSES BY PROGRAM SERVICES</b>	<b>Traditional Foster Care</b>	<b>Therapeutic Foster Care 3</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
F. TRAVEL COSTS						
GASOLINE & OIL						0.00
VEHICLE REPAIR						0.00
VEHICLE LICENSE						0.00
VEHICLE INSURANCE						0.00
OTHER (PARKING)						0.00
MILEAGE REIMBURSE. @ \$.50 PER MILE	28,125.00	28,125.00			18,750.00	75,000.00
CONFERENCES & MEETINGS, ETC.	1,500.00	1,500.00			4,500.00	7,500.00
PURCHASED TRANSPORTATION						0.00
<b>TOTAL TRAVEL COSTS</b>	<b>29,625.00</b>	<b>29,625.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,250.00</b>	<b>82,500.00</b>

**Travel Costs Narrative**

Travel costs include mileage reimbursement of \$.50 per mile. Estimated number of miles are 150,000. Conference and meetings expense include costs for 4 employees to attend conference on Foster Care.

<b>EXPENSES BY PROGRAM SERVICES</b>	<b>Traditional Foster Care</b>	<b>Therapeutic Foster Care 3</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL EXPENSE</b>
G. INSURANCE COSTS						
LIABILITY	2,460.00	1,640.00		500.00	2,900.00	7,500.00
PROPERTY	330.00	220.00			250.00	800.00
ACCIDENT						0.00
OTHER						0.00
<b>TOTAL INSURANCE COSTS</b>	<b>2,790.00</b>	<b>1,860.00</b>	<b>0.00</b>	<b>500.00</b>	<b>3,150.00</b>	<b>8,300.00</b>

**Insurance Costs Narrative**

Insurance costs include liability insurance for foster parents and executive officers of the agency. Insurance costs are allocated to the services based on number of FTE's in each service.

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
<b>HEQUIPMENT COSTS</b>						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
						0.00
						0.00
						0.00
<b>TOTAL SMALL EQUIPMENT COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						0.00
						0.00
						0.00
						0.00
<b>TOTAL EQUIPMENT &amp; REPAIR</b>	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
Copiers	900.00	900.00			900.00	2,700.00
						0.00
						0.00
<b>TOTAL LEASE COSTS</b>	900.00	900.00	0.00	0.00	900.00	2,700.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	1,000.00	1,000.00	0.00	0.00	1,000.00	3,000.00
<b>TOTAL EQUIPMENT COSTS</b>	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00

**Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)**

Equipment Costs include lease charges for copiers and depreciation of computer system purchased in March, 2008.

**ATTACHMENT C-1**

## LARGE EQUIPMENT DEPRECIATION COSTS

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

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
Computer system	N	3/3/2008	15,000.00	0.00	15,000.00	5	3,000.00	100.00%	3,000.00	1/3 to Trad,TFC3, RT
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			15,000.00		15,000.00		3,000.00		3,000.00	

\* Enter as a decimal.

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>I.MISCELLANEOUS COSTS</b>						
Postage	1,200.00	800.00			500.00	2,500.00
Dues/Subscriptions	2,000.00	1,000.00			1,000.00	4,000.00
Background checks	2,250.00	1,500.00			1,250.00	5,000.00
Recruitment	2,500.00	2,000.00			1,500.00	6,000.00
						0.00
<b>TOTAL MISCELLANEOUS COSTS</b>	7,950.00	5,300.00	0.00	0.00	4,250.00	17,500.00
<b>J. PROFIT MARGIN (For profit entities only)</b>						0.00
<b>TOTAL OF ALL EXPENSES</b>	417,770.38	497,210.38	0.00	45,384.94	644,901.19	1,605,266.88

**Miscellaneous Costs Narrative.**

Miscellaneous costs include postage, professional dues, foster parent recruitment, and background checks on foster parents and employees. Miscellaneous costs are allocated based on the number of FTE's in each service.

**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 Cost Narrative.**

Management/Indirect costs are allocated to all services based on the percent of total direct salaries of each service to total agency salaries.

**Profit Margin Narrative (for profit entities only).**

Please type narrative here.

N/A.

**ATTACHMENT C-1**

<b>REVENUES BY PROGRAM SERVICES</b>	<b>Traditional Foster Care</b>	<b>Therapeutic Foster Care 3</b>		<b>MGMT INDIRECT</b>	<b>OTHER DIRECT SER</b>	<b>TOTAL REVENUES</b>
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
Hamilton County Job & Family Services	381,133.00	459,770.27			650,008.63	1,490,911.90
Butler County Job & Family Services	57,269.40	51,085.59				108,354.99
						0.00
<b>B. OTHER FUNDING</b>						
FEES FROM CLIENTS						0.00
CONTRIBUTIONS -						0.00
						0.00
						0.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
Fundraising	5,000.00	5,000.00			7,000.00	17,000.00
<b>TOTAL REVENUE</b>	443,402.40	515,855.86	0.00	0.00	657,008.63	1,616,266.89

**Revenue Narrative**

Revenues are projected based upon the per diem rate and the number of children in each service.





# Hamilton County Department of Job and Family Services

## Provider Certification Process

(Revised 6/05)

### I. Overview

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

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

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

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

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

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

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

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

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

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

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

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

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

ITEM	EXPLANATION
1. Other Provider certifications	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management.
2. Reviewed and accepted: a. Most recent annual indep. audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls.	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <ol style="list-style-type: none"><li>1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy.</li><li>2. Do the attachments/exhibits indicate problems, recommendations, etc.?</li><li>3. Does the audit management letter indicate a problem or areas that need improvement?</li><li>4. Does the SAS61 indicate problems, concerns, etc.?</li><li>5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year.</li><li>6. Were taxes filed timely? If not, why? Were extensions requests done timely?</li><li>7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <b><i>Government Auditing Standards</i></b>. The information is also available on the GAO website at: <b><a href="http://www/gao.gov/policy/guidance.htm">http://www/gao.gov/policy/guidance.htm</a></b></li></ol>
3. Indicate Provider's filing status with the IRS: a. 501C3 (not-for-profit); b. sole proprietor; c. corporation (for profit); d. government agency; e. other (specify).	The filing status is important because of filing and tax conditions which are unique to each category.

<p>4. Received current copies of:</p> <ul style="list-style-type: none"> <li>a. Articles of Incorporation, if applicable;</li> <li>b. job descriptions for all staff in program budget;</li> <li>c. insurance with the correct amount, type of coverage and add'l. insureds listed;</li> <li>d. Worker's Compensation insurance;</li> <li>e. table of organization including advisory boards &amp; committees;</li> <li>f. service/attendance form, sign-in sheet, etc.</li> <li>g. contract service contingency plan, if applicable.</li> </ul>	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> <li>1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O.</li> <li>2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current.</li> <li>3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions.</li> <li>4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client names, date, begin/end time, unit(s) of service, name of teacher/case worker, etc.</li> <li>5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan?</li> </ol>
<p>5. Reviewed 3 of the last 12 months board minutes</p>	<p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p>

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

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



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

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff is aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following must be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records.	<p>1. Does the agency have a Quality Improvement program?</p> <p>2. Is there a <u>current</u> QI plan that incorporates involvement of all program areas, front line staff representation, fiscal, administration, clinical staff, families served?</p> <p>3. Is there a client satisfaction mechanism in place?</p> <p>4. How are client contacts, referrals, service delivery measured and tracked?</p> <p>5. Are service goals articulated clearly? Are there mechanisms in place to track and report individual and aggregate data on client activities/outcomes? Financial outcomes?</p> <p>6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making?</p> <p>7. Grievance process available - easily accessible to clients. Process for tracking and reporting individual and aggregate data on grievances?</p> <p>8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues?</p> <p>9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed?</p>



**Hamilton County Department of Job and Family Services**  
**Provider Certification Document**

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

<b>1. Reviewer's Name and Title</b>	
<b>2. Initiation of Certification Process (Date)</b>	
<b>3. Completion of Certification Process (Date)</b>	
<b>4. Certification Status</b>	
<b>5. Tax I.D. #</b>	
<b>6. Oracle Contract #</b>	
<b>7. Agency Name</b>	
<b>8. Agency Address</b>	
<b>9. Phone #</b>	
<b>10. Fax #</b>	
<b>11. Program Name</b>	
<b>12. Service Name</b>	
<b>13. Program Address, if different</b>	
<b>14. Program Phone #, if different</b>	
<b>15. Program Fax #, if different</b>	
<b>16. Agency's Hours/Days of Operation</b>	

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

**NOTES:**

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

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

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

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

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

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



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

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

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

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

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

## REGISTRATION FORM

### **RFP: SC0110-R, Traditional Family Foster Care and Treatment Foster Care Placement Services, May, 2010**

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

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

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS, county official, employee, project team member or evaluation team member.* Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this RFP. **Inappropriate contact may result in rejecting of the Providers 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 Department, you will be registering your company's interest in this RFP, attendance at the Provider's Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

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

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

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

ATTACHMENT F

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

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

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

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

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

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

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

EXHIBIT G

Ohio Department of Public Safety  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

## EXHIBIT G

### DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

☐ YES ☐ NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

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

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

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

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

#### NOW THEREFORE

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

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

#### A. Criminal Record Check

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

FOSTER CARE SERVICE GRID – Attachment I

Category:	<i>Therapeutic-Basic Traditional Foster Care</i>	<i>Therapeutic-Basic Traditional Foster Care</i>	<i>Therapeutic- Basic Traditional Foster Care</i>	<i>Treatment Foster Care</i>
Discrete Service	Therapeutic Foster Care - Traditional	Therapeutic Foster Care Special Needs	Therapeutic Foster Care Level 1	Therapeutic Foster Care Level 3 <ul style="list-style-type: none"> <li>• Diagnostic Assessment</li> <li>• Individual Counseling</li> <li>• Contract Psychologist on grounds monthly</li> </ul>
IV-E Provider Y/N? Facility IDs and Service Descriptions*				
Program Name				
Location				
Ages				
Sex				
Admission Criteria				
Exclusion Criteria				
Admissions Process				
Intake Contact Person:				
Intake tel. #:				
Ability to accept ER admissions? [4 hour admission]				
Agreed projected # slots:	N/A			N/A
Agreed projected ALOS	N/A			N/A
Agreed # fixed vacancies a month	N/A			N/A
LOC Agreed rate/unit (Oracle Super SubCode)	(TFC-T, 449)	(TFC-SN, 446)	(TFC-1, 432)	(TFC-3, 434)



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

NO EJECT/NO REJECT POLICY: