

REQUEST FOR PROPOSALS

FOR CHILDREN'S SERVICES VISITATION SERVICES

RFP SC1109-R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(May, 2009)

RFP Conference: May 14, 2009 2:00 p.m.

Location: Hamilton County Job and Family Services

222 East Central Parkway

6th Floor Conference Room (6SE601)

Cincinnati, Ohio 45202

Deadline to Register for the RFP: June 11, 2009

Due Date for Proposal submission: June 18, 2009

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Attachment A	Cover Sheet
Attachment B	Contract Sample
Attachment C	Budget and Instructions
Attachment D	RFP Registration Form
Attachment E	Declaration of Property Tax Delinquency
Attachment F	Terrorist Declaration
Attachment G	Campaign Contribution Declaration
Attachment H	Screening and Selection Release of Information
Attachment I	Program Attachments

- 1) Supervised Visitation Protocol (CS Manual 9.28)
- 2) Visit Supervisor Protocol (TFSS Memo # 4-A)
- 3) Communicable Disease Protocol (TFSS Memo # 3)
- 4) Family Case File Protocol (TFSS Memo # 11)
- 5) Incident Report Protocol (TFSS Memo # 2)
- 6) Inclement Weather Protocol (CS Manual 2.07)
- 7) Responding to Subpoenas (CS Manual 3.05-A)
- 8) Client Confidentiality (CS Manual 3.02)
- 9) Professional and Personal Boundaries (CS Manual 1.03)
- 10) Mandated Reporters (CS Manual 4.03)

REQUEST FOR PROPOSAL (RFP) FOR VISITATION SERVICES

MISSION STATEMENT

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

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job and Family Services (HCJFS), Children's Services division, is seeking proposals for the purchase of a wide spectrum of Visitation Services at a HCJFS location(s) for families whose children are placed in foster care or other out-of-home placements. Services sought include receipt and processing of referrals, scheduling and facilitating visits, developing a cooperative relationship with the family, and providing documentation of visits and family progress. The Provider shall have staff available for immediate implementation following contract finalization, which is anticipated for early 2010.

The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple Providers and to award contracts for any or all the services proposed.

1.2 Scope of Service

Children's Services is seeking one or more organizations to provide and coordinate a wide spectrum of visitation services at a HCJFS location(s), neutral off-site locations, treatment facilities, and family homes for families whose children are placed in foster care or other out-of-home placement. Visits shall include sibling visits, visits with parents, and visits with extended family members. Occasionally, the Provider shall provide visits outside of the Hamilton County area, including but not limited to Butler, Clermont, and Warren Counties. Levels of visitation services shall include supervised and monitored visits. For supervised visits, the Provider shall provide planned and structured visitation, while incorporating

parenting modeling, feedback strategies, outcome measures, etc. to address a parent's potential and increased success for reunification with their children. The step down process from supervised to monitored visits will be at the direction of the caseworker. The process may include:

- Supervised visits at the HCJFS location or treatment facility;
- Monitored visits at the HCJFS location (family may have up to fifteen (15) minutes each hour of unsupervised contact with the child); or
- Monitored visits in the home or community location (visit is monitored for the entirety of the visit).

All visits will be held on a one staff to one family basis. All family visits must be held in separate areas to meet privacy and confidentiality requirements.

HCJFS' goal is to work with Providers who can meet the entire continuum of visitation services. However, the BOCC reserves the right to award contracts to successful Provider(s) for all or some of the services proposed.

1.2.1 Population

The following data is provided for planning purposes only. HCJFS does not guarantee the current service level will increase, decrease, or remain the same. The current Children's Services visitation provider at 630 Main Street has capacity for 200 visits monthly. In 2008, they provided approximately 2000 visits averaging 8.0 visits per day. There is a 23% no-show/cancellation rate on average for scheduled visits. The number of children in HCJFS placements requiring visitation with their families varies from month to month. The frequency and amount of hours per visit varies, as does the level of supervision required. Currently, all visitation services at 630 Main Street are supervised visits.

Participating families have a history of abuse, neglect, and/or dependency. Children and parents present with mental health, drug and alcohol, and medical conditions that must be factored into the visitation plans. Family situations require out-of-home care placements; and custody status ranges from Emergency Orders, Voluntary Agreements for Care, to Custody.

The ultimate goal for these families is to safely reunify children with their families in the shortest timeframe possible, supporting child safety, permanency, and well-being. HCJFS expects the primary outcomes for visitation services to be a better assessment of the functioning of the parent's parental abilities, their capacity to protect, and permanency outcomes. The successful bidders will incorporate measurable outcomes into their case plans and program curriculums.

1.2.2 Service Components

Service components provided to Children's Services families and children for visitation services shall include:

A. Scheduling

1. Scheduling process to receive referrals from caseworkers and provide a three business day turnaround for visit start date, that accommodates the consumer's needs. The scheduling process will require confidential data exchange with caseworkers and HCJFS transport services to coordinate delivery of services;
2. Accommodate frequent changes in schedule due to child's placement changes and school/summer schedules;
3. Capacity for visits year round, during the day, evenings, and weekend hours. Visits for school age children generally occur after school hours, in the evening, and on Saturdays;
4. Capacity for make-up visits for canceled services;
5. Follow HCJFS' holiday schedule and Inclement Weather Protocol (CS Manual 2.07) Attachment I;
6. No eject/reject of referrals. Service Provider is expected to accept all referrals; and
7. There will be no compensation for no-show visits.

B. Visitation Locations

1. HCJFS visitation location(s);
2. Visitation arrangements that offer toys and play equipment for all developmental ages;
3. Capacity for visits in treatment facilities;
4. Capacity for visits in family homes, as appropriate; and
5. Capacity for visits in neutral locations throughout the community, such as parks, fast food restaurants, etc.

C. Visitation Services

1. Provide a therapeutic visitation program in HCJFS designated location/space with program strategies based on the child's development;
2. Provide a wide-spectrum of visitation services from supervised visits to monitored visits, from one hour to eight hour visits, from monthly to three times a week visits;
3. Plan and support visit activities considering the child and parent's developmental functioning;
4. Actively observe supervised visits, intervening when appropriate;
5. Supervise sibling visit if parent no-shows for visit;
6. Model appropriate parental reactions and redirections, as it relates to the child developmentally and specific to the needs of the family;
7. Focus on increasing appropriate parental expectations, empathy toward the child, alternatives to corporal punishments and appropriate family roles;
8. Implement research based strategies for the population of foster children with a history of abuse and/or neglect;
9. Provide opportunity for parent/child interaction to practice instruction and modeling under the observation of the visit supervisor, and provision of immediate feedback on how parental interactions affect child growth and development;
10. Assess parent/child interaction after each visit and develop recommendations for appropriate levels of visits, including frequency and duration of future visits;
11. Plan and supervise final visits between child and parents when parental rights have been terminated. Assist with issues of closure and separation;
12. Provide recommendations for the child's permanency plan;
13. Demonstrate cultural competency;
14. Provide visitation services that support child welfare goals:
 - a. Reduce the risk of harm to children resulting from a caretaker's lack of parenting knowledge and/or practical application of parenting skills;
 - b. Shorten out-of-home placement through educating and modeling the parent about appropriate expectations, child development, and stress reduction;
 - c. Encourage timely reunifications for children and their families when consistent with the child's safety, permanency, and well-being;

- d. Expedite the identification of children whose permanency goals should be adoption; and
- e. Improve family/child functioning.

15. Follow all Children's Services and Transportation and Family Support Services' Protocols related to visitation (Attachment I).

D. Court Appearances

Contract agency staff may be required to testify at court and provide reports on visits to the court.

E. Reports

1. Visitation summary reports shall be forwarded to caseworker within 24 hours of visit, followed up by monthly, annual, and final reports. (The Visitation Services Report will be available when contract is finalized). Reports will outline the service plan, family's attendance and progress, family's level of participation, ability to parent their child, and recommendations for further service. The summaries of each visit shall outline the family's strengths and areas of need for growth.
2. Provide monthly reports indicating number of visits provided and number of no-shows and cancellations and corresponding reasons. Protect Ohio data shall be provided weekly on eligible visits.
3. Both quantitative and qualitative outcome measures will be reported, utilizing standardized evaluation instruments and methodologies to measure program impact and efficacy.

1.3 Employee Qualifications

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

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

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

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

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

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

2.0 Provider Proposal

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

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Years 2010,2011 and 2012 These Unit Rate(s) must be supported by the Budget.

2.2 Service and Business Deliverables

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

2.2.1 Program Components

A. Scope of Services

1. Describe your ability to meet the Scope of Services. Include a statement describing how Provider is able to meet the Scope of Services, Section 1.2. Include the population you currently serve and Provider's history and experience. Provider should clearly state its competitive advantage and its ability to meet the terms, conditions and requirements defined in this RFP.
2. Describe how you will process referrals with a three business day turnaround visit start date.
3. Describe the number of staff that will be utilized to meet the contract requirements.
4. List the days and hours staff will be available for visits.
5. Describe how you will ensure staff availability for visits in the community (treatment facilities and in-home), both in Hamilton County as well as surrounding counties.
6. Describe your experience with the target population.
7. Describe how you will provide a wide-spectrum of visitation services, from supervised to monitored visits.
8. Describe in detail how you will calculate the base unit rate, including the level of supervision for the visits and the no-show visits.
9. Please describe in detail the qualifications and duties of all personnel associated with providing the services contained in this RFP.
10. Describe the visitation model you will follow in providing visitation services. The model must be based on evidence-based research, best practices as defined in the body of literature and based on the Provider's own field experience.
11. Describe how you will ensure compliance with Children's Services and Transportation and Family Support Services' Protocols (Attachment I).
12. Describe your complaint and resolution system.

13. Describe how you will minimize no-show rates.

B. Licensure, Administration and Training

1. Identify any actions against your organization through ODJFS, ODMH or any other licensing body over the past ten (10) years that included Corrective Action Plans, Temporary License or Revocation. Provide outcome of any action.
2. Provide a description of your organization's employee screening and clearance policy.
3. Describe in detail training, supervision, and support provided to staff.
4. See Section 2.5 regarding administrative requirements.

2.2.2 System and Fiscal Administration Components

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

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.
- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
- G. Job Descriptions - For all positions in the program budget.
- H. Reports - **See 1.2.2 E.**

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

Please provide the following attached only to the original proposal:

- K. 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.
- L. Annual Report - A copy of Provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.
- M. Articles of Incorporation or Other Formation Documents - Articles of Incorporation or other applicable organization documentation.
- N. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies (State of Ohio Counselor, Social Worker, Marriage and Family Therapist Board). Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin no later than January 1, 2010. Provider must submit a Budget, Budget narrative and a calculation of the Unit Rate for the initial contract term and one (1) for each of the two (2) optional renewal years (Contract Years 2010, 2011 and 2012) that Provider understands will be used to compensate Provider for services provided. Budgets and Unit Rates must be submitted in the form provided as Attachment C.

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

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

For renewal years, any increases in Unit Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than three per cent (3%) of the Unit Rate of the prior term. HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:
1. Staff to supervise visits and coordinate scheduling;
 2. Consumable supplies such as food, diapers and wipes;
 3. Play equipment including toys and books;
 4. Kitchen small equipment, food prep items, and consumables;

5. Security measures and appropriate insurance;
6. Transportation cost for off-site visits; and
7. Other administrative costs needed to accurately calculate the cost of a unit of Service (the "Unit Rate").

All revenue sources available to Provider to serve children 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.

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

- C. Provider must submit a detailed budget narrative for the initial contract year and each renewal year which demonstrates the costs and their relationship to proposed services for the total cost related to the service(s) presented in the proposal. It must justify cost and give the formula by which they were derived. All costs in the budget narrative should match the line items in the budget.
- D. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- E. For the purposes of this RFP, "unallowable" program costs include:
 1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs for staff only;
 6. costs of alcoholic beverages;

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

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

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

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

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

Provider's program manager must have an MSW and a minimum of three (3) years experience as a program manager with a similar program. Staff supervising and monitoring visits must have a Bachelor's degree in social work or a related field.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	Tues., May 5, 2009
RFP Conference	Thurs., May 14, 2009, 2:00 p.m.
Deadline for Receiving Final RFP Questions	Thurs., May 21, 2009, no later than 3:00 p.m.
Deadline for Issuing Final RFP Answers	Mon., June 1, 2009 by the close of business
Deadline for Proposals Received by HCJFS Contact Person	Thurs., June 18, 2009 no later than 11:00 a.m.
Oral Presentations/Site Visits – if needed	Week of July 13, 2009 – time & location tbd
Deadline for Registering for the RFP Process	Thurs., June 11, 2009 by 3:00 p.m.
Anticipated Proposal Review Completed	Mon., July 20, 2009

3.2 HCJFS Contact Person

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

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

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS: Thursday, June 11, 2009 by 3:00 p.m.

All interested Providers **must** complete Registration Form (see Attachment D) and fax or e-mail the HCJFS Contact Person to register, The HCJFS Contact Person's fax number is (513) 946-2384; e-mail address is HCJFS_RFP_COMMUNICATIONS@ifs.hamilton-co.org.

3.4 RFP Conference

The RFP Conference will take place at **the *Hamilton County Job & Family Services, Cincinnati, Ohio 45202, 6th Floor, Room 6SE601, on Thursday, May 14, 2009, 2:00 p.m.***

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

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contract Person. The questions and answers will be distributed at the RFP's Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP's Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. No questions will be accepted after **May 21, 2009 after 3:00 p.m.** The final responses will be faxed or e-mailed on **Monday, June 1, 2009 by the close of business.**
- D. Only Providers who register for the RFP Process will receive copies of questions and answers. Questions and answers will also be displayed on HCJFS' website.
- E. The answers issued in response to such Provider questions become part of the RFP.

3.5 Prohibited Contacts

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

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

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

Examples of unauthorized communications are:

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

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

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

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

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

If a Provider fails to notify HCJFS prior to **May 21, 2009 by 3:00 p.m.** of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP no later than **June 1, 2009** by issuance of one or more addenda to all parties who registered for the RFP Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addendas to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

3.9 Availability of Funds

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

4.0 Submission of Proposal

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

4.1 Preparation of Proposal

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

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00 a.m. EST on June 18, 2009.** ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Agreement

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by **11:00 a.m. on June 18, 2009** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

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

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on June 18, 2009** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Completed Budgets, Section 2.3;
- F. Customer References, Section 2.4;
- G. Personnel Qualifications, Section 2.5; and
- H. Registration for RFP Conference, Section 3.3

Stage 2. Evaluation Committee Review

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

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

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

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

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

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete 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 questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or

concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.

- C. Site visits will be conducted for all new out of home care Providers and any existing out of home care Providers as HCJFS deems necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 45% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.2.3 Questions, Cost Analysis and Project Budget are worth 30% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 55% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.

- C. Fiscal Evaluation, Section 2.2.3 Questions, Cost Analysis and Project Budget are worth 30% of the total evaluation score.

4.7 Proposal Selection

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

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

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified Providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-

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

4.9 Public Records

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

5.0 Terms and Conditions

The contents of this RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Providers.

5.1 Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the Provider's proposal, and any other mutually agreed upon terms.

5.2 Order of Precedence

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

5.3 Contract Period, Funding & Invoicing

A contract will be written for the initial term of one (1) year and two (2) additional one (1) year optional renewal periods. Contract renewal and any proposed renewal year rate increase (up to three per cent (3%) subject to Section 2.3) will be initiated at the sole discretion of HCJFS, subject to funding availability and Provider contract performance.

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

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

5.4 Confidential Information

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

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

5.5 NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

5.6 Insurance

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

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

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

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

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

its employee's POV coverage. The Provider agrees the business auto liability policy will be endorsed to provide this coverage.

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

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

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

Workers' Compensation insurance at the statutory limits required by Ohio Revised Code. The Provider further agrees with the following provisions:

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

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

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

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

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

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

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

Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their officials, and their respective employees, agents, and volunteers. Any

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

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

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

5.7 Declaration of Property Tax Delinquency

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

5.8 Campaign Contribution Declaration

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

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

5.9 Terrorist Declaration

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

5.10 Other Program Requirements

Provider agrees to comply with the provisions of the OAC 5101:2-9 et seq., that relate to the operation, safety and maintenance of facilities. In particular, Provider agrees not to maintain nor permit any person to bear any explosives, pyrotechnics, firearms, chemical weapons, or other similar devices or substances anywhere in or on the grounds of the facility.

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

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

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 or extended by formal agreement.

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

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

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

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

(Include statement of procurement method used to purchase this service)

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 the **(must state services)** services for **(children, families, individuals – select one)** referred by HCJFS (the “Consumer”) as more particularly described in Exhibit I, (individually, the “Service”, collectively the “Services”). The parties agree that a billable unit of service is defined in Exhibit I – Scope of Work. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit nn – Scope of Work
2. Exhibit nn – Budget
3. Exhibit nn – The Request for Proposal
4. Exhibit nn – Provider’s Proposal
5. Exhibit nn – Campaign Contribution Declaration
6. Exhibit nn – Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization
7. Exhibit nn – Declaration of Property Tax Delinquency
8. Exhibit nn – Release of Personnel Records and Criminal Record Check

(Delete 1 if not appropriate. Delete 3 and 4 if this contract is not resulting from an RFP. Delete 5, 6, and 7 if this contract is resulting from an RFP.)

B. ORDER OF PRECEDENCE

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

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

3. CLIENT AUTHORIZATIONS

A. Form of Client Authorizations

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

B. Reimbursement for Services

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

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

4. BILLING AND PAYMENT

A. Unit Rate Calculation

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

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Unit Rate

Select appropriate Unit Rate clause.

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

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

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

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

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

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

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

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

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

C. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
 - a. Provider's name, address, telephone number, fax number, and vendor number;
 - b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
 - c. Billing date and service dates;

- d. Consumer's name, case number and social security number (if available);
 - e. Purchase order number; and
 - f. Client Authorization number.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; unless timely issuance of authorizations does not permit Provider the ability to submit the invoice timely. It is the responsibility of the Provider to request special consideration and documentation with their invoice if authorizations were not submitted timely by HCJFS, or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

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

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

D. Miscellaneous Payment Provisions

1. Additional Payment

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

(OR use language below if more appropriate)

Provider may charge additional fees to the client for the contracted service based on the sliding fee schedule, Exhibit **nn**. Provider warrants the client will sign a fee agreement, acknowledging the client's acceptance of and agreement to pay the fee. The signed fee agreement must be maintained in the individual client records and made available to HCJFS for review.

2. Duplicate Payment

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

(Delete if PRC funding will never be used)

- E. Provider will use the INVOICE & MONTHLY SUMMARY OF SERVICES PREVENTION, RETENTION, CONTINGENCY form **(Exhibit nn)** to invoice for services provided to PRC clients and for documenting state reporting requirements of the PRC program. Provider will follow the instructions as outlined in **Exhibit nn**.

Select appropriate Eligibility clause

5. ELIGIBILITY FOR SERVICES

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

OR

5. ELIGIBILITY FOR PRC SERVICES

A. PRC Eligibility Criteria:

1. The assistance group (AG) is defined as a parent or parent and their children under the age of 18 (or under age 19 but still enrolled in high school). There must be at least one (1) such child. AG members must reside together and all must be residents of Hamilton County.
2. Ineligible individuals (as defined in County PRC Plan Section 6142) are not included in calculating the AG size but their income is counted.
3. The total gross monthly income of all AG members is compared with a need standard as indicated on the **Application – Prevention, Retention and**

4. Liquid resources are not included in the calculation.
- B. Application Processing: The application process will be administered by Provider, and documentation of eligibility will be Provider's responsibility. In order to be determined PRC eligible, the applicant must have answered "yes" to all application questions and fall within the appropriated federal poverty guidelines.
1. The PRC applicant must complete, sign and date the application form **(Exhibit nn)**.
 2. The verification of all eligibility factors is accomplished through the written declaration of the applicant.
 3. Provider makes the eligibility determination and records it on the application form.
 4. Applicants will be issued a written notice by Provider indicating either approval or denial of service. Provider shall use the **Notice of Action Taken on Your Application for the Prevention, Retention and Contingency (PRC) Program (Exhibit nn)**. If denied service, the reason shall be stated on the notice. A copy of the notice must be maintained with the PRC application.

6. NO ASSURANCES

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

7. NON-EXCLUSIVE

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

7. AVAILABILITY OF FUNDS

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

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

8. TERMINATION

A. Termination for Convenience

1. By HCJFS

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

2. By Provider

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

Discuss with supervisor. Consider these factors in deciding on the time frame for Provider's notice of termination to HCJFS:

- Complexity of service provided by Provider and time necessary for putting replacement in place.***
- If service requires ITB/RFP, consider the amount of time necessary for completion of the ITB/RFP process to put replacement in place.***
- Consider if the contract should be silent on the issue and omit altogether.***

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, HCJFS shall receive credit for

reimbursement made, as of the date of termination, when determining any amount owed to Provider.

2. Provider, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

9. FORCE MAJEURE

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

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

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

10. GOOD FAITH EFFORT

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

11. DISPUTE RESOLUTION

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

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

Representative for HCJFS: HCJFS’ Contract Manager

Representative for Provider: Provider’s Project Manager

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

Representative for HCJFS: Unit Supervisor for Contract Services

Representative for Provider: Provider’s Project Manager

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

Representative for HCJFS: Section Chief for Contract Services

Representative for Provider: _____

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

12. WARRANTIES AND REPRESENTATIONS

- A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain all required licensure or certifications in good standing. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.

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

13. QUALITY REVIEW

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

14. MAINTENANCE OF SERVICE

Provider certifies the Services being reimbursed are not available from the Provider on a non-reimbursable basis or for less than the Unit Rate and that the level of service existing prior to the

Contract, if applicable, shall be maintained. Provider further certifies federal funds will not be used to supplant non-federal funds for the same service.

15. REPORTS

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

16. GRIEVANCE PROCESS

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

17. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

18. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

19. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to ORC Chapter 5107 and 5108, the Prevention, Retention, and Contingency Program, Provider agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works First Program. Provider also agrees to include such provision in

any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to HCJFS Consumers.

20. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

21. RELATIONSHIP

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

22. CONFLICT OF INTEREST

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

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

23. DISCLOSURE

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

24. CONFIDENTIALITY

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

25. PUBLIC RECORDS

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

26. AVAILABILITY AND RETENTION OF RECORDS

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

27. AUDIT REQUIREMENTS

- A. Provider shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. Audits will be conducted using a “sampling” method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.
- B. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of Service under this Contract.

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

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

28. DEBARMENT AND SUSPENSION

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

29. DEBT CHECK PROVISION

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

30. CORRECTIVE ACTION PLANS

Provider agrees to notify HCJFS immediately of any Corrective Action Plan ("CAP") issued from any state or other county agency regarding the services provided pursuant to this Contract. HCJFS may withhold Client Authorizations or immediately terminate this Contract, upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Client authorizations are being withheld. Upon request, Provider

shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

31. PROPERTY OF HAMILTON COUNTY

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

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

32. INSURANCE

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

A. Commercial general liability insurance policy with coverage contained in the most

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

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

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

33. INDEMNIFICATION & HOLD HARMLESS

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

34. COORDINATION

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

35. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Provider is required to release requested information by law. HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider’s

performance under the Contract. Except where HCJFS approval has been granted in advance, Provider will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities.

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

36. MARKETING

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

37. CHILD SUPPORT ENFORCEMENT

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

38. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

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

39. COMPLIANCE WITH TITLE VI AND SECTION 1808 OF THE SMALL BUSINESS JOBS PROTECTION ACT OF 1996 (A.K.A. MEPA/IEPA)

(To be used only for adoptive and placement services, and recruitment services for adoptive and foster parents)

Provider shall comply with Title VI of the Civil rights Act of 1964 and Section 1808 of the Small Business Jobs Protection act of 1996, including all rules, guidelines and memorandums issued by federal and state authorities concerning these laws. The contractor 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 individual, 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 the national origin of the adoptive or foster parent, or the child involved.

Provider agrees to hold harmless and indemnify Hamilton County, the Hamilton County Department of Job & Family Services and any employee of the Hamilton County Department of Job & Family Services for any violations of the Title VI or Section 1808 caused by or attributable to the acts of the contractor or any employee or agent of Provider.

40. SCREENING AND SELECTION

A. Criminal Record Check

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

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

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

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

C. Verification of Job or Volunteer Application

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

41. 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.

42. 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.

43. 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.

44. 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.

45. 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).

46. 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).

47. CAMPAIGN CONTRIBUTION DECLARATION

(This language is only used if this contract **is not** resulting from a RFP and the Provider has not completed the HB 694 Affidavit)

Provider shall complete the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 [“HB694”]) to be attached hereto and incorporated herein as **Exhibit nn**. HB 694 limits solicitations of and contributions to politicians by owners of businesses and their family members seeking to be awarded or have been awarded public contracts. HB 694 and The Ohio Legislative Service Commission’s Final Analysis of the Bill can be found on the HCJFS public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Providers information tab. Provider should closely review HB 694 or risk loss of its opportunity to obtain or retain Hamilton County contracts.

Provider further agrees it will complete a notarized Affidavit in Compliance with ORC 3517.13 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 is only used if this contract **is** resulting from a RFP)

As part of its submitted proposal, Provider completed the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 [“HB 694”]), attached hereto and incorporated herein as **Attachment H to Exhibit IV**, Provider’s Proposal. HB 694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts.

Provider further agrees it will complete a notarized Affidavit in Compliance with ORC 3517.13 prior to the commencement of any renewal term. Provider understands and agrees that payment

will be withheld for any Services rendered during such renewal term until this requirement has been met.

48. 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 IV**, Provider's Proposal. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

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

49. 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 IV**, Provider's Proposal.

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

50. 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.

51. GOVERNING LAW

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

52. LEGAL ACTION

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

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
	946-	Contract Services	Contract changes, Contract language
	946-	Contract Services	Contract budget, audits
		Fiscal	Billing and payment

	946-	Children's Services	Scope of service, client authorization, service eligibility
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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 ____, 2009.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____

Purchasing Director
Hamilton County, Ohio

Recommended By:

_____ Date: _____

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

Approved as to form:

By: _____ Date: _____

Prosecutor's Office
Hamilton County, Ohio

Prepared By: _____

Checked By: _____

Approved By: _____

Use this signature page if being sent to the Prosecutor's office and does not require BOCC Signature

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

SIGNATURES

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____

Moir Weir, Director

Hamilton County Department of Job & Family Services

Approved as to form:

By: _____ Date: _____

Prosecutor's Office

Hamilton County, Ohio

Prepared By: _____

Checked By: _____

Approved By: _____

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 ____, 2009.

Provider or Authorized Representative: _____

Title: _____ Date: _____

By: _____ Date: _____
County Administrator
Hamilton County, Ohio

OR

By: _____ Date: _____
Purchasing Director
Hamilton County, Ohio

Recommended By:

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

Date: _____

Prepared By: _____

Checked By: _____

Approved By: _____

Use this signature page if contract is not going for review to the prosecutor's office nor requiring the BOCC Signature

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

SIGNATURES

Authorized HCJFS Representative

Title

Date

Authorized Provider Representative

Title

Date

Prepared By: _____

Checked By: _____

Approved By: _____

DECLARATION OF DEFAULT

After a declaration of default and the failure of the surety to perform its duties as set forth above or under the terms of the Bond, HCJFS shall be entitled to enforce its rights under the Bond and this Contract in an action directly against the surety and / or against Provider.

The actual damages to be claimed under the Bond against the surety and Provider shall include, but not be limited to, the cost for continued performance of the obligations of Provider under the terms of the Contract, the cost for procurement of the services required to be performed by Provider under this Contract, and the additional reasonable legal and delay costs related to the default by Provider.

PERFORMANCE BOND

Provider shall submit, with the signed Contract, for the term of the Contract, a faithful performance Surety (the “Bond”) equal to the total of the Purchase Price.

The Bond shall be effective and guarantee faithful performance for the term of the Contract. The Bond shall be in a form acceptable to HCJFS and shall be issued by a registered, acceptable surety corporation licensed to do business by the State of Ohio. Provider’s bonding company shall provide HCJFS with a compliance certificate from the Ohio Department of Insurance attesting to this fact.

The Bond shall provide that the surety and Provider are jointly and severally bound to HCJFS for the performance of the terms of this Contract. HCJFS shall have no claim under the Bond so long as Provider performs its obligations under the terms of this Contract.

In the event there is a Material Breach of the Contract and the period for cure for Provider has expired, HCJFS, through its Chief Purchasing Agent, shall notify the surety in writing of its intent to declare a default under the Bond. HCJFS shall invite the surety and Provider to attend a meeting to discuss a means by which Provider would be able to continue its performance of the terms of this Contract.

If HCJFS, Provider and the surety agree, Provider shall be allowed a reasonable time to demonstrate its ability to perform the terms of the Contract, but such an agreement shall not prejudice or waive the rights of HCJFS to subsequently declare a default under the terms of the Bond.

The rights of HCJFS to declare default under the terms of the Bond shall not accrue until twenty (20) days after Provider and the surety have received the written notice set forth above. Once default is declared, Provider's right to perform under the terms of this Contract shall be terminated, and the surety shall have the obligation to perform under the terms of the Bond.

Once HCJFS has declared default as set forth above, the surety shall promptly and at its expense take one of the following actions:

- A. Arrange for the completion of the obligations of Provider under the Contract by itself, through its agents or through independent contractors including, but not limited to Provider;
- B. Obtain bids or negotiated proposals for the completion of the obligations by qualified contractors acceptable to HCJFS and which substitute performance will be secured by a performance bond acceptable to Provider; or
- C. Waive its right to perform and arrange for the payment to HCJFS of the cost for substitute performance by Provider through its own forces or through independent means and arrange to pay HCJFS the actual damages, up to the penal sum of the Bond that HCJFS may incur by virtue of the default by Provider.

PLACEMENT COSTS

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.

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.

Provider agrees that while Provider may have input into the development of the child's case plan, that any and all disputes regarding services or placement shall be resolved through a joint case conference. Provider agrees that HCJFS is the final authority.

Provider further agrees to participate in joint planning with HCJFS regarding modification to the case plan.

EMERGENCY CONTACT

HCJFS agrees to give Provider an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

HCJFS AGENCY BADGES

Badges supplied by HCJFS to temporary or contracted employees must be returned to the HCJFS Contract Liaison within 10 days of Contract termination or contractor employee termination. Failure to return the badges may result in the withholding from Provider's final payment of a \$10.00 charge for each badge not returned.

HCJFS CONTRACT BUDGET USER GUIDE

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

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

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

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

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

INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1

Page 1 of the budget is a summary of expenses. It should be completed after all other budget pages are finalized. Information at the bottom of the page should be completed regarding the total units and the cost of the service.

AGENCY NAME: The legal, and if applicable, incorporated name of the Provider agency.

NAME OF CONTRACT PROGRAM: The name of the program being purchased.

BUDGET PERIOD: The specific time period for the budget completed.

ACTUAL BUDGET AREA: A total of all the figures carried over from the previous pages. This gives an overview of the budget for which the proposal is being submitted, as well as, an overall picture of the agency costs. The total figures given for each of these areas should match the same figures indicated in each of the appropriate sections.

For a more detailed explanation of each of the areas, use the instructions in each specific section. Once all totals have been carried to this section be sure to double check the figures to make sure all columns and rows balance.

EXPENSES BY SERVICES COLUMN: Each column header from pages 2 through 9 are listed in this column so that the totals for each of these items can be listed in each of the specific columns.

EXPENSES BY PROGRAM SERVICES: The horizontal row is used to define the column header. “MGMT Indirect, Other Direct Ser and TOTAL Expense” fields are already defined. The first three column headers have been purposely left blank in order to indicate the name of the program being purchased.

If a proposal includes more than one service within the program, then an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance, one column would be completed for skill training and the other for employment retention.

If for example, a proposal is being submitted for an offender program, the header for that column would be titled “Offender Program”. In this instance, the other two column headers would be left blank.

If a proposal is being submitted is for workforce development and transportation and case management are two components of the program, then the first column header would indicate “Transportation” and the second column would indicate “Case Management”. In this instance, the third column would be left blank.

MGMT INDIRECT: The totals entered per line item for each item on the other pages.

CONTRACT PROGRAM: The totals entered per line for each item on the other pages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<p style="text-align: center;">INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3; PAYROLL RELATED EXPENSES</p>
--

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

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

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

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

<p style="text-align: center;">INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3; PROFESSIONAL FEES & CONTRACTED SERVICES</p>

PROFESSIONAL FEES & CONTRACTED SERVICES: Contracted services are items such as janitorial, pest control, security, etc. Professional fees are when Provider pay for auditors, accountants, payroll processors, program consultants, etc. These costs are used to pay for services from a company or individual who is not an employee of the agency, but who performs a service for which he/she is paid. Show the amounts related to each column heading.

Each service that has been purchased (contract or professional) should be listed in this field, individually. For example, if the Provider has a contract with Terminix to provide bug control then that would be one item. The accountant would be another item.

TOTAL PROFESSIONAL FEES AND CONTRACTED SERVICES: Indicate the totals for the amounts entered above.

INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES

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

INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS

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

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

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

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

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

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

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

INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS

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

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

INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

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

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

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

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

INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

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

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

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

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

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

<p>INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS FOR REVENUES BY PROGRAM SERVICES SECTION</p>
--

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

FINAL REVIEW

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

HCJFS CONTRACT BUDGET

AGENCY _____

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM _____ TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

_____ UNIT=_____

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

\$ _____ \$ _____ \$ _____

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

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

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

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

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

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

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

LARGE EQUIPMENT DEPRECIATION COSTS

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

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

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

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: _____

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

EXPLANATION OF ANY ITEMS ABOVE: _____

HCJFS CONTRACT SAMPLE BUDGET (for reference purposes only)

AGENCY: Acme Out of Home Place

BUDGET PREPARED FOR PERIOD:

NAME OF CONTRACT PROGRAM Out of Home Care

January 1, 2008 TO December 31, 2008

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

730 units

730 units

730 units

UNIT= 1 unit is equal to 1 day

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

\$158.27

\$229.51

\$316.41

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

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

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

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

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

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

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

LARGE EQUIPMENT DEPRECIATION COSTS

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

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

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

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

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: _____

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

EXPLANATION OF ANY ITEMS ABOVE: _____

REGISTRATION FORM

RFP: SC1109-R, Visitation Service, May, 2009

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

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

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

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

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

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

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

ATTACHMENT E

Declaration of Property Tax Delinquency
(ORC 5719.042)

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

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

State of Ohio
County of Hamilton

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

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

Notary Public

EXHIBIT C

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 C

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

**AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Individuals or Non-Corporate Entities)
(R.C. 3517.13(I)(3))**

STATE OF OHIO

COUNTY OF _____ SS:

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

1. I am _____ and I am employed as _____
[Name] [Title]
for _____.
[Name of Entity]
2. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____.
[Name of Entity]
3. On behalf of _____, I do hereby certify that the
[Name of Entity]
following persons, if applicable, are in compliance with division (I)(1) of Section 3517.13
of the Ohio Revised Code:
 - (a) The individual;
 - (b) Each partner or owner of the partnership or other unincorporated business;
 - (c) Each shareholder of the association;
 - (d) Each administrator of the estate;
 - (e) Each executor of the estate;
 - (f) Each trustee of the trust;
 - (g) Each spouse of any person identified in (a) through (f) of this section;
 - (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
 - (j) Any combination of persons identified in (a) through (i) of this section.

4. I further certify that if _____ is awarded a contract,
[Name of Entity]
the following persons shall, beginning on the date the contract is awarded and extending
until one year following the conclusion of that contract, maintain compliance with
division (I)(2) of Section 3517.13 of the Ohio Revised Code:
- (a) The individual;
 - (b) Each partner or owner of the partnership or other unincorporated business;
 - (c) Each shareholder of the association;
 - (d) Each administrator of the estate;
 - (e) Each executor of the estate;
 - (f) Each trustee of the trust;
 - (g) Each spouse of any person identified in (a) through (f) of this section;
 - (h) Each child seven years of age to seventeen years of age of any person identified
in (a) through (f) of this section;
 - (i) Any political action committee affiliated with the partnership or other
unincorporated business, association, estate, or trust.
 - (j) Any combination of persons identified in (a) through (i) of this section.
5. I do hereby acknowledge that to knowingly make any false statement herein may subject
me and/or _____ to the penalties set forth in Section
[Name of Entity]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____
My Commission Expires: _____

**AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Corporation or Business Trust)
(R.C. 3517.13(J)(3))**

PO# _____/Quote# _____

STATE OF OHIO

COUNTY OF _____

SS:

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

1. I am _____ and I am employed as _____
[Name] [Title]
for _____.
[Name of Corporation/Business Trust]
2. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____.
[Name of Corporation/Business Trust]
3. On behalf of _____, I do hereby certify that all of
[Name of Corporation/Business Trust]
the following persons, if applicable, are in compliance with division (J)(1) of Section
3517.13 of the Ohio Revised Code:
 - (a) Each owner of more than twenty per cent of the corporation or business trust;
 - (b) Each spouse of an owner of more than twenty per cent of the corporation or
business trust;
 - (c) Each child seven years of age to seventeen years of age of an owner of more
than twenty per cent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
4. I further certify that if _____ is awarded a
[Name of Corporation/Business Trust]
contract, the following persons shall, beginning on the date the contract is
awarded and extending until one year following the conclusion of that contract,
maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised
Code:
 - (a) An owner of more than twenty per cent of the corporation or business trust;
 - (b) A spouse of an owner of more than twenty per cent of the corporation or business
trust;
 - (c) A child seven years of age through seventeen years of age of an owner of more
than twenty per cent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.

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

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public - State of _____
My Commission Expires: _____



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
www.hcadopt.org
www.hcfoster.org

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

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

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

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

NOW THEREFORE

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

Signature _____ Date _____

A. Criminal Record Check

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

CHILDREN'S SERVICES MANUAL

Manual Section:	9.28-B	OAC Reference:	
Effective Date:	Immediate	COA Reference:	
Approved By:	Jeff Felton	Cross Reference:	DL #16, TFSS #2, #3, #4; CS Manual 2.10, 7.04
Approval Date:	6/30/08	Planned Review Date:	6/30/10
		Obsoletes:	9.28-A

Visitation

Purpose

Hamilton County Children's Services is dedicated to providing a healthy and safe environment for children in agency custody to visit with their families. The visitation program is part of a team working collaboratively to achieve a permanency plan for the children. The goal is to strengthen and preserve the relationship between the children and their families through nurturing and respectful guidance and instruction in the least restrictive environment.

Visitation should include parents, siblings, and relatives when possible. Visits should occur, at a minimum, for two hours on a weekly basis. Visits should not be held solely for the purpose of providing parenting education. Visitation is not to be used or viewed as a reward for complying with Case Plan requirements nor should visits be cancelled or decreased in frequency or duration as "punishment" for failing to comply with Case Plan requirements.

Background

Visitation can occur in a wide variety of settings and under a continuum of supervision. Visits should occur in the least restrictive setting possible and have the least supervision/monitoring possible to assure the child(ren) remain safe. Examples of settings and levels of monitoring/supervision include, but are not limited to:

- Unsupervised visits in the home;
- Unsupervised visits in the home, with observation;
- Structured unsupervised visits at the agency (family must check in with the visitation supervisor at the beginning and end of each visit);
- Visits in the foster home supervised or monitored by the foster parent;
- Monitored visits at the agency (family members may have up to fifteen (15) minutes each hour of unsupervised contact with the child);
- Supervised visits at the agency.

When visits must be supervised to assure the safety of the child(ren), the caseworker will attempt to engage family members for help with supervising the visits and/or providing transportation, working toward least restrictive visits as the family progresses toward the case plan objectives. It is crucial to case movement and court preparation, that staff is proactive regarding visitation.

Continued on next page

Visitation, *continued*

Background, *continued*

Visitation is a critical period for the child and family. Emotions may be high and the child's separation from his/her family may be difficult after each visit. The caseworker and visit supervisor should make an effort to prepare parents about feelings and reactions they may experience when visiting with their child(ren) as well as reactions the child(ren) may have to visits.

Referrals and Scheduling

Visits should occur within 72 hours after children are placed in substitute care. If this is not possible, caseworker-facilitated telephone contact between family and child (if assessed as appropriate) should be within 48 hours. **Court-ordered visits must occur. If the TFSS Program staff or space are not available for the requested time/day, an alternative time/day that TFSS staff and space are available must be accepted by the caseworker and scheduled by TFSS. If no alternative time/day exists that TFSS staff/space can facilitate the visit request, the caseworker and casework manager are responsible to make other arrangements to ensure the court order is upheld.**

1. Upon receipt of a new case involving a child(ren) in substitute care, the caseworker will discuss with parent(s) and make a determination for the best visit day and time and then complete the request for visit/transportation, based on family needs, into the Customer Service Referral (CSR) system. If a family member or foster parent will be supervising the visit or the visit is unsupervised, only a transportation request is required. An alternative caregiver's name, address, and phone number should be included. Accuracy related to addresses, phone numbers, and who is permitted to visit with the child(ren) is important to ensure the safety and well-being of the children.
2. The Transportation and Family Support Services' Scheduler will assign a visitation room, transport, and supervision, if necessary. If a child is in a Contract foster home, the Scheduler will notify the caseworker of the Contract Agency's responsibility to transport the children. Based on the high no-show rate for families, the Contract Agency will be required to remain at the visitation site, when transporting a child to a visit, until the family arrives, but no longer than fifteen (15) minutes.
3. The Transportation and Family Support Services' Coordinator will obtain a copy of the case plan through SACWIS and advise the visit supervisor and/or transporters assigned to the case of any case-specific information needed to provide a safe environment for the child(ren) and to support the case plan goals.
4. When the parent's right to visit conflicts with the preferences of the substitute caregiver, the conflict should be solved by the caseworker in a way that preserves and protects the parent's right to visit.
5. All precautions must be taken to ensure the prevention of the spread of infectious/communicable diseases for supervised visits. If a child or visitor present with a communicable disease, the visit must be terminated unless visitors and siblings, disease free, are present for the visit. Any child or adult presenting with symptoms will be dismissed from the visit and their return will be based on the [TFSS #3 Communicable Disease Protocol](#).

Continued on next page

Visitation, *continued*

Referrals and Scheduling, *continued*

6. To ensure the safety of all children, visitors, and staff, Children's Services caseworkers should consult with the Hamilton County Clerk of Courts web page to determine if any visitors for a visit have an outstanding arrest warrant, prior to requesting visits. If an arrest warrant exists, the caseworker shall contact the family, notify them of the outstanding warrant, encourage resolution, and inform the family of the potential for arrest at the agency, should this warrant not be resolved. This should occur prior to scheduling visits. If an arrest warrant is identified after visits are scheduled, the caseworker must notify security and the family member of the arrest warrant, encourage resolution of the warrant and/or inform the parent of the impending arrest at the agency. If the warrant is for a charge that could compromise the safety of the children, the visit should be canceled and the warrant addressed prior to resuming visits.
 7. Visits for high risk cases, with potential for violence or disruption, must be supervised and held at the Taft location, during security coverage hours of 8:00 am to 4:45 pm.
-

Caseworker Responsibilities

Caseworker involvement with a parent/child visitation does not substitute for monthly contact with the child in the foster home. This monthly contact can occur on the same day as the visit, if the caseworker is transporting the child to and/or from the visit and the caseworker spends quality time with the foster parent and the child to observe interaction and assess adjustment in accordance with [Section 9.10](#).

- At the initial supervised visit, the visit supervisor will obtain visitor signature(s) on the [HCJFS 4600 Visitation Policy Agreement](#) and forward a copy of the signed agreement to the caseworker. The initial visit will not occur until after the agreement is signed. The visit supervisor will provide the family a copy of the Visitation Policy Agreement and attachments. The agreement will be maintained in the case file.
 - Visits should not be cancelled or rescheduled because of unexpected problems in staff schedules. Every effort should be made to assure the visit takes place unless the parent requests cancellation of a visit. If a visit would require cancellation due to an agency problem or conflict with a child's school functions (i.e., exams, SAT testing), the caseworker must request, in the referral system, that the visit be rescheduled as soon as possible to allow the parent/child to have the visit time missed.
 - Visitation continues for parents whose children are PC'd pending OBJECTIONS because the Juvenile rules of court provide for an automatic stay of a Magistrate's decision pending the objections. There is no automatic stay regarding APPEALS of the Judge's decision to the Court of Appeals. Thus visitation will cease pending Appeal unless the Juvenile Court Judge or the appellate court Judges specifically grants visitation pending the appeal.
-

Continued on next page

Visitation, *continued*

Caseworker Responsibilities *continued*

- If a family does not show for three consecutive visits, the caseworker will be notified and be required to make arrangements for the family to provide the caseworker a 24 hour confirmation call for each visit or the visit will be cancelled. The caseworker will notify the Scheduler of the status of each visit. Family no-shows will not be rescheduled.
- At least every six weeks, caseworkers must schedule time to monitor a visit and meet with the parent(s) before or after to discuss the visit, identify obstacles to progress or model appropriate parenting technique.
- The caseworker files the visit supervisor's documentation from the supervised visit in the case record. The caseworker will contact the visitation supervisor if any questions or issues arise related to the visitation documentation.
- Caseworkers must inform visit supervisors of changes in case plans and case specific visitation requirements/agreements.
- Caseworkers must inform the Transportation and Family Support Services' Scheduler of any change in permitted visitors, cancellation of visit, and needed time or day changes for the visits. Caseworkers must cancel visits with the Scheduler if a child or parent has a communicable disease.
- If a caseworker needs to meet with the family to discuss a case-specific issue, they must plan to meet with the family before or after the visit.
- If a child is in a Contract foster home, the caseworker must arrange the Contract Agency's transportation for the child and notify the transporter of the requirement to wait, at time of drop off, for the visitor to arrive.
- The caseworker provides the Transportation and Family Support Services Scheduler with the Contract Agency's transporters name and phone number.
- Caseworkers must inform authorized caregivers that identification may be requested by the return transporter to ensure the child's safety.

Visit Supervisor's Responsibilities

Supervised visitation is an excellent opportunity to learn about family interactions and dynamics. It also presents a good opportunity for the visit supervisor to provide suggestions and assistance to families to improve interactions. Reunification or permanency can be realized more quickly through quality visitation in the least restrictive setting. See [TFSS Memo #4 Visit Supervisor Protocol](#) for more information.

- Visit supervisors are responsible for ensuring that only individuals who are authorized to visit with the child(ren) are present for the visit.
- Visit supervisors are responsible for the safety and well-being of the children at all times during the visit. At no time, during a supervised visit, are children to be left alone with a parent/visitor.
- Visit supervisors will work to enhance and support the case plan by allowing, teaching, and encouraging the family to learn, practice, and demonstrate skills during visitation that promote positive attachment.

Continued on next page

Visitation, *continued*

Visit Supervisor's Responsibilities, *continued*

- Visit supervisors are to document in writing all observed parent/child/ sibling visitation interactions on the [HCJFS 4662 Visitation Observation Record of Activity](#) form, providing a copy to their manager and the caseworker, within one day of the visit for Case Aides and two days for Family Aides. This documentation is to be an objective description of the visit (describing what was seen or heard).
 - Visit supervisors are to document on the HCJFS 4662 - Visitation Observation Record of Activity form if the family does not show for the visit and include any known information related to the reason and/or frequency for the no-show.
 - If a family does not show within 15 minutes of the visit start time, the visit supervisor will terminate the visit and the children will be returned. However, if siblings, residing in different foster homes, are present, a sibling visit can occur.
 - The visit supervisor may need to provide court testimony regarding observations during supervised visits. After receiving a subpoena, the visit supervisor must notify his/her manager, the caseworker, and the Prosecutor for the case. The visit supervisor will be responsible for providing a copy of all visitation reports for the hearing.
-

Security's Responsibilities

All visitors for supervised visits are required to access buildings through a metal detector or be checked with a hand held metal detector wand before entering the visitation area.

If a parent, visitor, or child present with behaviors that disrupt the visit and threaten potential harm to self or others, security will be contacted to resolve the conflict. Once resolved, the visitation supervisor will make the determination to continue or terminate the visit, based on the safety and well-being of the child.

If a parent or visitor has an arrest warrant, security will be notified, but will not proceed with the arrest until after the supervised visit. If the warrant is for a charge that could compromise the safety of the children, the visit should be cancelled, and security will proceed with the arrest after the removal of the children.

CHILDREN'S SERVICES MANUAL

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

Inclement Winter Weather

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

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

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

Continued on next page

Inclement Winter Weather, Continued

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

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

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

Continued on next page

Inclement Winter Weather, Continued

Weather and Travel Links

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

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

Winter Driving Tips

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

Tips Before You Drive:

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

Tips While on the Road:

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

Continued on next page

Inclement Winter Weather, Continued

Winter Driving Tips, *continued*

If You Become Stranded:

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

Manual Section:	3.05-A	OAC Reference:	5101:2-33-21, 5101:2-34-38, 5101:2-34-38.1, 5101:2-42-19.2
Effective Date:	Immediate	COA Reference:	PA-AM 7.03
Approved By:	Aiesha Walker	Cross Reference:	Section 3.04, 3.10, 3.11, ORC 2151.421
Approval Date:	8/29/07	Planned Review Date:	8/29/09
		Obsoletes:	3.05

Responding to Subpoenas

Background Subpoenas are issued by courts and attorneys commanding a witness to attend and/or produce records at a trial, hearing or deposition. The Ohio Revised Code and the Ohio Administrative Code provide that certain records produced or maintained by Public Children's Services Agencies are confidential. To ensure compliance with legal requirements the following policy will be followed when responding to a subpoena.

Note: [Section 3.04 Discovery Requests & Case Record Security](#) applies to situation involving HCJFS cases in Juvenile Court.

Who Responds to Subpoenas The following identifies the party responsible for responding to subpoenas:

- Subpoenas for records on **closed cases** are directed to the **HCJFS Records Custodian**.
- Subpoenas to produce **records only on open cases** are directed to **Human Resources**.
- All other subpoenas are directed to the person named on the subpoena.

**Case Aides/
Family Aides** If a case aide or family aide receives a subpoena to appear at any court hearing regarding a client involved in a Children's Services case he/she must:

- 1) Immediately notify the following parties:
 - His/her supervisor;
 - The assigned Children's Services caseworker;
 - The prosecutor assigned to the case.
- 2) Appear in court as requested in the subpoena.

The Case Aide/Family Aide Supervisor will:

- Discuss appropriate court protocol with the case aide/family aide;
- Notify his/her manager of the subpoena.

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Responding to Subpoenas, Continued

When Records May Not be Produced

In certain cases, HCJFS may oppose the release of specific information on records that have been subpoenaed. Examples of situations in which HCJFS may oppose the release of specific information on records include:

- Information identifying reporters and individuals providing information during the course of a child abuse or neglect investigation
- Records from third party service providers such as medical, psychiatric, psychological records

In addition, HCJFS may oppose records being released based on the nature of the legal proceeding. The HCJFS employee subpoenaed should check with the prosecutor's office whenever the person has a question about responding to a subpoena. In cases in which a subpoena is issued in a civil lawsuit, other than Juvenile Court proceedings or a Domestic Relations Court proceeding, the person subpoenaed **must** consult with the prosecutor's office before responding.

When Records Must be Produced

Records must be produced in a response to a subpoena unless one of the following apply:

- HCJFS has objected in writing to the release of the records or a motion to quash the subpoena or for a Protective Order has been filed on behalf of HCJFS.
 - An agreement between the party issuing the subpoena and HCJFS has been reached in regard to HCJFS producing the subpoenaed record.
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Procedure for Providing Records

Unless HCJFS is opposing the release of the subpoenaed records, the records may be provided as follows:

- Copies of the records will be provided, not originals.
 - Only produce the records identified in the subpoena.
 - Redact information identifying the reporting source and individuals who provided information in the course of a child abuse or neglect investigation. Inform the party issuing the subpoena that redactions were made pursuant to ORC 2151.421 and OAC 5101:2-34-38.
-

Responding to a Subpoena Request by Mail

When a subpoena requests records delivered to Court or to the party issuing the subpoena and HCJFS does not oppose the release of the records, the records can be delivered by mail in the following manner:

- The [HCJFS 4462 Subpoena Record Letter](#) is sent with the records, notarized, and mailed within 3 days of notary.
 - Send the cover letter, a copy of the subpoena, and the requested record to the court or party issuing the subpoena as directed. A copy of the cover letter and subpoena shall also be sent to counsel representing the other parties on the case.
 - File a copy of the cover letter and subpoena in the case record.
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Responding to Subpoenas, Continued

Responding to Subpoena for Records by Court Appearance

In some cases sufficient time for responding to the subpoena by mail is not provided or the party issuing the subpoena requests the presence of the HCJFS records custodian or designee in court. When a court appearance is necessary bring a copy of the subpoenas and certified letter to court. Document the court appearance in case contacts. File a copy of the subpoena and cover letter in the case record.

Subpoena to Child Support Hearings

Child Support subpoenas may be issued regarding an active Children's Services case. In this event, the Children's Services Program Support Staff sign to receive that subpoena. The subpoena is then forwarded to the appropriate Children's Services caseworker and a copy of the subpoena must be filed in the case record. Questions on Child Support issues can be directed to Cynthia Campbell, Child Support Liaison for Children's Services.

Information in OnBase

If the information requested in the subpoena is in OnBase, refer to [Policy 3.11 "Requesting a Children's Services Record on CD"](#).

Requests for Other Case Record Information

If a request for case record information is received and does not include a subpoena, please reference [3.10 "Responding to Requests for Case Record Information"](#) for guidelines on responding to those requests.

CHILDREN'S SERVICES MANUAL

Manual Section:	3.02-A	OAC Reference:	5101:2-33-21; 5101:2-33-22
Effective Date:	Immediate	COA Reference:	PA-RPM 6; PA-RPM 7; PA-RPM 8
Approved By:	Jeff Felton	Cross Reference:	ORC 2151.421; 2151.423
Approval Date:	7/14/08	Planned Review Date:	7/14/10
		Obsoletes:	3.02 & 3.03

Client Confidentiality

Employee Responsibility All Children's Services employees are bound by statute and administrative rules governing the confidentiality of child abuse, neglect and dependency reports and case records. All employees are required to sign and abide by a confidentiality agreement. An employee may not search for or otherwise access information on any individual in SACWIS or any other database or application unless the employee has a specific job related reason to do so. Penalties for such can include progressive discipline and criminal charges.

Release of Case Information Specific guidelines for the circumstances under which certain information can be released can be found in the following manual sections and [DG 043 – Releasing Case Record Information](#).

- [Section 2.05 – 241-KIDS Information Retrieval](#)
- [Section 3.04 – Discovery Requests](#)
- [Section 3.05 – Responding to Subpoena](#)
- [Section 3.10 – Responding to Requests for Case Record Information](#)
- [Section 3.11 – Requesting a Children's Services Record on CD/DVD](#)

Any person who permits or encourages the unauthorized dissemination of information contained in the statewide automated child welfare information system (SACWIS) database is guilty of a misdemeanor of the fourth degree.

Case Record Security To ensure the security of hard copy and electronic case records, the following standards must be followed:

- Only those staff with a legitimate work-related reason may access or review case record information.
- All hard copy case records are to be maintained in locked file cabinets and may not be left unattended on the floor, desk top or in mail boxes or in-boxes.
- Records signed out to an employee are the responsibility of that employee.
- Employees should not share computer passwords with anyone or leave their work station unattended while signed into any confidential application or database.
- Case records are not to be removed from the agency without a valid reason and supervisory approval.

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Client Confidentiality, Continued

Compelling Reasons

Confidential information can be released to someone with a need to know without consent from a consumer or person legally authorized to consent on behalf of the consumer for the following compelling reasons:

- When disclosure is necessary to prevent serious, foreseeable, and imminent harm to a client or other identifiable person.
- There is reasonable cause to believe that a child, adult dependent or developmentally disabled person has suffered abuse or neglect.
- Laws or regulations require disclosure without a client's consent.

Note: In all instances, staff should disclose the least amount of confidential information to achieve the desired purpose.

Transmitted Information

Staff shall take precautions to ensure and maintain the confidentiality of information transmitted to other parties through the use of computers, electronic mail, facsimile machines, telephone and telephone answering machines, and other electronic or computer technology. Disclosure of identifying information should be avoided whenever possible. Staff must follow the [email encryption protocol](#) when needed to send confidential information outside of HCJFS.

Open Discussion of Confidential Information

Staff shall not discuss or disclose confidential information in any setting unless privacy can be ensured. Staff shall not discuss confidential information regarding the agency or a client in public or semipublic areas such as hallways, waiting rooms, elevators, and restaurants.

Releases of Information

Staff shall obtain authorization from clients on the proper release of information (ROI) forms when needed to obtain and share case information with pertinent service providers. Limitations do exist for the sharing and use of this information and are described in further detail on the specific ROI. Staff may not have a client sign a blank release of information. Any signed ROI from a client should clearly indicate what information will be released and/or obtained. **The client must be given a copy of any signed release and a copy must be maintained in the case record for the family.**

CHILDREN'S SERVICES MANUAL

Manual Section:	1.03	OAC Reference:	OAC 4757-5-01
Effective Date:	Immediate	COA Reference:	None
Approved By:	Barbara Manuel	Cross Reference:	None
Approval Date:	10/11/01	Planned Review Date:	08/01/06
		Obsoletes:	CS PM #36

Professional & Personal Boundaries

Introduction It is the primary responsibility of social service employees to promote the well being of their clients and any other clients of the agency for whom they work. This well being includes maintaining professional and personal boundaries and confidentiality.

National Standard The Code of Ethical Practice and Professional Conduct (OAC 4757-5-01), states that social workers should be particularly aware of familial, social, emotional, financial, supervisory, political, administrative, or legal relationships with a client/consumer, or a person associated with the client/consumer, in order to insure that impaired judgment or exploitation is not involved.

The National Association of Social Workers' Code of Ethics (1. Social Workers' Ethical Responsibility to Clients) states that Social workers:

- Should be alert to and avoid conflicts of interest that interfere with the exercise of professional discretion and impartial judgment.
- Should not take unfair advantage of any professional relationship or exploit others to further their personal, religious, political, or business interests.
- Should not engage in dual or multiple relationships with clients or former clients in which there is a risk of exploitation or potential harm to the client.
- Should respect clients' right to privacy.
- Should under no circumstances engage in sexual activities or sexual contact with current clients, former clients, clients' relatives, or other individuals with whom clients maintain a close personal relationship.
- Should not sexually harass clients.
- Should not use derogatory language in their written or verbal communications to or about clients.
- Should avoid accepting goods or services from clients.
- Should take reasonable steps to safeguard the interests and rights of clients who the social worker acts on behalf of when the client lacks the capacity to make informed decisions.

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Professional & Personal Boundaries, Continued

National Standard (continued)

- Should take reasonable steps to avoid abandoning clients who are still in need of services.
 - Should not terminate services to pursue a social, financial, or sexual relationship with a client.
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Policy

The Hamilton County Department of Job and Family Services adheres to and promotes the above National Standards for **all agency employees** at any level of employment. Employees of HCJFS are not to engage in personal relationships of any kind with clients, relatives of clients or mandated reporters, that could exploit, jeopardize confidentiality or divulge the consumer's, relative of a consumer, or mandated reporter's involvement with the agency.

EXAMPLE: If an employee sees a client of the agency in public, the employee should not acknowledge the client, but allow the client to acknowledge the employee. In acknowledging the client first, the employee runs the risk of jeopardizing the client's confidentiality with regard to involvement with the agency.

Consequences

Violation of this policy will result in progressive disciplinary action or termination of employment. Consumers who feel their rights have been violated could press legal charges against an employee. If this occurs, the agency would not support the employee if a clear violation of this policy has occurred.

CHILDREN'S SERVICES MANUAL

Manual Section:	4.03-A	OAC Reference:	5101:2-33-21
Effective Date:	Immediate	COA Reference:	
Approved By:	Jeff Felton	Cross Reference:	ORC 2151.421; DL #16
Approval Date:	06/17/08	Planned Review Date:	6/17/10
		Obsoletes:	4.03

Mandated Reporters

Background Mandated reporters are those individuals, outlined in their professional ethical standards, required by law to report all child abuse and/or neglect incidents or suspicions. Section 2151.421 of the ORC cites that mandated reporters are those individuals acting in his/her official capacity and knows or suspects that a child under eighteen years of age or a physically or mentally handicapped child under twenty-one years of age has suffered or faces a threat of abuse or neglect. Amended House Bill 154 allows mandatory reporters of child abuse and neglect access to certain specified general information about the abuse/neglect investigation being conducted by the agency if they have provided their name, address and phone number at the time of the report.

HCJFS 4653 - Mandated Reporter Notification Letter Upon receipt of a report of suspected abuse, neglect or dependency from a mandated reporter, 241-KIDS staff will provide a copy of the report to the Children's Service Intake Clerical Specialist. The Clerical Specialist will complete and mail the [HCJFS 4653 – Mandated Reporter Letter](#). This letter provides notification to the mandated reporter of the case information that is available to them upon request. The Clerical Specialist will also provide the caseworker a copy of this letter to file in the case record.

Additional Information Available Upon Request Upon request, a mandated reporter can be provided **with only the following information:**

- Whether an investigation has been initiated
- Whether the report will continue to be investigated
- Whether HCJFS is otherwise involved with child who is the subject of the report
- The general status of the health & safety of child who is the subject of the report
- Whether the report resulted in the filing of a complaint in Juvenile Court or of criminal charges in another court.

If a mandated reporter makes such a request, the caseworker who has case responsibility at the time of the request will generate the "Mandated Reporter – Disposition" document that is available in SACWIS ([click here for instructions](#)). The caseworker must mail the document to the mandated reporter and document such in a SACWIS activity log.

If the case is closed at the time of the request, the request will be forwarded to the HCJFS Records Liaison, who will access the required case information in SACWIS and provide it to the requesting mandated reporter. A copy of the correspondence will also be sent to Consumer Documentation to file in the closed case record.

Children's Services Program Support Transportation and Family Support Services Procedure Memo

Procedure #:	4-C	Subject:	Visit Supervisor Protocol
Effective Date:	Immediate	Cross Reference:	DL 16, CS Policy 2.10, 7.04, 9.28 TFSS #2, #3
Approved By:	Amy Story	Planned Review Date:	
Approval Date:	11/19/08	Obsoletes:	4-B

Visit Supervisor Protocol

Purpose

Family visits are generally supervised by Case Aides, Caseworkers, and contract agency staff. These "Visit Supervisors" are members of the Children's Services team, working collaboratively to ensure safety, permanency, and well-being for children in the custody of Hamilton County Job and Family Services. Open communication among team members is critical to appropriately address the family's needs, meet the individualized case plan goals of each family served, and ensure the safety and well-being of the children.

The following protocol is necessary to provide a safe and professional environment for visits.

Role of the Visit Supervisor

The Visit Supervisors have the unique opportunity to observe and impact the interactions between the family members during supervised visits. The primary roles of the visit supervisor are to:

- Assure the physical and emotional safety of the child(ren).
- Provide the caseworker objective and extensive documentation of family interactions and communication during the visit.

The secondary role of the visit supervisor is to support and improve the parent/child relationships. Emphasis should be placed on reducing risk of harm to the child and decreasing out-of-home placement time by teaching and coaching healthy parent/child interactions. Visits should be individualized, based on the child and parent's culture, needs, and ability, as defined by the Children's Services caseworker.

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Arrival and Departure

The Visit Supervisor is responsible for the following arrival and departure procedures:

- At the onset of the first visit, the visitors must sign the [HCJFS 4600 - TFSS Visitation Policy Agreement](#) and the visitation supervisor must provide the family with the [HCJFS 7701 - Visitation Guide](#).
- Be in the visitation room five minutes prior to the start time for the visit.
- Direct all families to wait in the lobby or waiting room until the children arrive for the visit and then the Visit Supervisor must retrieve the family for the visit.
- Wait 15 minutes after the visit start time for family/visitors to arrive. If no one arrives, the visit supervisor must contact a manager to arrange return for the child. At this time, the visit for the parent/visitor must be terminated, even if a parent/visitor arrives during the return process. However, if siblings, residing in different foster homes, are present, a sibling visit can occur. The visit supervisor must notify the caseworker within one business day of the parent no-show.
- The Visit Supervisor is responsible for the cleanup of the visitation room at the end of each visit. The last 15 minutes of the visit are to be used to reinforce the importance of everyone picking up after themselves by getting the children to help the parent/visitor put the room back in order, throw away the trash, put on their shoes and coats, etc, and praise the children for their efforts.
- Send clothing and diaper bag and contents with the children on the return transport.
- The Visit Supervisor must mandate that the family remain in the visitation room, when children leave with their transporter. The family cannot walk children to the car.

Note: No Taft, A&D, or 630 Main Street visits can be taken outside of the building.

Visit Supervisor Responsibilities

The Visit Supervisor has the following responsibilities:

- At all times during the visit, the visit supervisor must be present in the room of the visit, positioned to have access to all that is said and done. If one child leaves the room, all children must leave with the visit supervisor to retrieve the child that left the room.
- The Visit Supervisor must not permit any family member to use the refrigerator or microwave. The visit supervisor can store infant bottles in the refrigerator.
- Visit Supervisors are not permitted to provide any case-specific information to the foster parent, parent, or visitor. If the visit supervisor receives any such request, the requesting party must be directed to the caseworker.
- No notes or medications are to be sent via the children, transporter, or Visit Supervisor to the parent or foster parent unless the caseworker has given prior authorization or, in the case of the notes, the Visit Supervisor has read the note and determined the information shared is in the best interest of the child.

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**Visit
Supervisor
Responsibilities (cont)**

- Visit Supervisors must accompany all children to the bathroom. No parent is permitted to take the children alone to the bathroom, unless previously authorized by the caseworker.
 - The Visit Supervisor must not permit the family to cut a child's hair or pierce ears during the visit.
 - Visit Supervisors are not permitted to gather in the visitation room during a visit. Only the assigned Visit Supervisor should be in the room, unless otherwise specified by the manager.
 - The Visit Supervisor is not permitted to engage in non-work activities during the visit. Examples include, but are not limited to: eating, reading, listening to music, and talking on the phone, except to briefly answer work-related calls.
-

**Managing
Visitors**

When addressing visitors, the Visit Supervisor must follow these guidelines:

- Only authorized visitors are permitted in the visit. Guardian Ad Litem and CASA workers shall visit during the first or last half hour of the visit, if at all possible. GAL and CASA requests for an exception to this practice will be directed to the TFSS Coordinator for consideration and implementation on a case by case basis.
 - Caseworkers must visit with parents pre- or post-visit, unless the caseworker is supervising the visit.
 - The Visit Supervisor is never permitted to allow a parent/visitor to be alone with a child.
 - The Visit Supervisor must not permit the parent/visitors to exit the visitation room during the visit, with the exceptions of using the bathroom facilities and paying for a parking meter.
 - The Visit Supervisor may terminate the visit for excessive telephone and/or text messaging during the visit and then clearly document the reason (i.e. amount of time on the phone) for termination of the visit on HCJFS 4662.
-

**Problems
During the
Visit**

Problems may arise during the visit that require the visit to be terminated. The Visit Supervisor must follow these guidelines when problems occur:

- If a parent/visitor or child disrupts a visit and the visit is terminated, the Visit Supervisor must contact a manager to arrange return for the child and must notify the caseworker within one business day.
 - If a family member falls asleep during the visit, after being encouraged to remain awake during the visit, the Visit Supervisor must require that the family member leave the visit. If that family member is the only visitor, the sibling group may visit if the children are in different foster homes; otherwise, the visit must be terminated, and the Visit Supervisor must contact a manager to arrange return for the child.
 - If a child presents with a communicable disease, the Visit Supervisor must contact a manager to arrange return for the child, and the visit must be terminated unless siblings, disease free, are present for the visit. The Visit Supervisor must call the caseworker as soon as the child's condition is observed. Please reference TFSS Procedure Memo #3 – Communicable Disease Protocol for more information.
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Critical Incidents and Suspected Abuse or Neglect

Serious incidents and suspected abuse or neglect must be reported immediately according to agency policy.

- If a child alleges abuse or presents with signs of abuse or neglect, the Visit Supervisor must call his/her manager, the caseworker, and 241-KIDS. All information must be included in the Visitation Receipt.
- If a critical incident occurs during a visit, the Visit Supervisor must follow Incident Report Protocol, which includes notifying their manager and the caseworker for the case.

Please reference the following policies for additional information:

- Director's Letter #16 - Mandatory Reporting Laws
 - CS Policy 2.10 - Vehicle Accident Procedure
 - CS Policy 7.04 - Request for Family Aide/Case Aide
 - TFSS Procedure Memo #2 - Incident Report Protocol
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Documentation

Visit Supervisors and Transporters often observe or hear information that is critical to the safety and well-being of the children or detrimental to the case plan. They must document and provide this information to the caseworker within one business day.

- [HCJFS 4662 Visitation Observation Report](#) must be forwarded to the caseworker and caseworker's supervisor within one business day.
 - The HCJFS 4662 must be thorough and objective (describing what was seen or heard).
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Children's Services Program Support Transportation and Family Support Services Procedure Memo

Procedure #:	3	Subject:	Communicable Disease Protocol
Effective Date:	Immediate	Cross Reference:	TFSS #2
Approved By:	Amy Story	Planned Review Date:	10/15/09
Approval Date:	10/15/07	Obsoletes:	N/A

Communicable Disease Protocol

Purpose

The Transportation and Family Support Services (TFSS) Program believes in promoting continued physical health of its client and employee populations. Community-acquired infections can have a negative impact on the health of any individual. The Communicable Disease Protocol is designed to monitor and evaluate potential and/or actual infections while taking appropriate measures to prevent and resolve client, employee, or environmental situations that could foster the spread of infections.

Each TFSS employee shall be oriented at the time of employment to the Communicable Disease Protocol. Having been educated in infection identification and control, each employee functions as an intricate part of the infection control team.

Advance Notice of Contagious Illness

TFSS maintains strict policies regarding the prevention of the spread of infectious diseases to vulnerable clients and staff. A doctor's statement, indicating the client poses no threat to others may be required to receive services from the program.

When a caseworker is aware that a client is diagnosed with a contagious illness, the caseworker should notify the TFSS scheduler to cancel all transports and visits until the condition is resolved or no longer contagious.

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Suspected Contagious Illness

When a client is suspected of having a contagious illness by a TFSS staff member, the observations must be reported to the manager. The manager will determine the plan of action to minimize transmission to any clients or employees. The manager must contact the caseworker to report the illness and plan of action.

When the contagious illness is identified during a transport pick up, the client is not transported, and the transporter notifies their manager and the caseworker.

When the contagious illness is identified during a visit or TFSS assignment, the caseworker is notified and the client is sent home immediately from the program. If return of the client cannot be immediate, the client will be removed from the program room and isolated in a place designated by the manager until the return is possible.

Please reference [HCJFS Desk Guide 047 Common Infections/Contagious Conditions](#) for more information in identifying common infectious and contagious conditions.

Timeframes for Return

The following table lists the type of infections and timeframes for return:

Infection	Client Return
Head Lice / Nits	After treatment and with no evidence of live lice or nits
Scabies	After treatment with a scabicide
Impetigo	24 hours after beginning treatment
Mumps	9 days after the onset of swelling of salivary glands
Pink Eye/Conjunctivitis	With a healthcare provider note confirming treatment
Roseola	When the fever is gone
Hand, foot and mouth disease	When the fever is gone
Chickenpox	When all lesions have dried and crusted over
Ringworm	When treatment has been initiated
Measles / Rubeola	4 days after onset of rash
Strep throat	24 hours after antibiotics are started
Gastroenteritis	Clients are sent home after 2 or more episodes of vomiting and/or diarrhea in a day, and may return 24 hours after the last episode of vomiting or diarrhea
Fever	When fever-free (without fever-reducing medications) for 24 hours. Children with overnight fevers may not return the next day
Influenza	Clients may return when all flu symptoms are resolved
Upper Respiratory Infection (URI or Cold)	When cold symptoms are gone
Tuberculosis	With a statement from a healthcare provider confirming they are no longer contagious
Severe cough	With a healthcare provider's note confirming treatment or stating the child is no longer contagious
Staphylococcal Infection	With a statement from a healthcare provider confirming they are no longer contagious

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Common Cold Symptoms	A client who is experiencing cold symptoms may participate in the TFSS programs as long as they remain fever free. If other symptoms develop, the parent or guardian is contacted to make arrangements to take the client home and the caseworker is notified of the cancellation of the service.
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Caregiver Notification	The TFSS manager will notify parents or guardians with prevention information when a known exposure to a significant communicable disease has occurred at the Agency. The manager will recommend parents or guardians consult the client's physician when exposure to communicable disease is possible.
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Precautions and Documentation	Precautions should be taken at all times to minimize spread of any infection or disease. TFSS staff must use gloves when changing and disposing of diapers or handling body fluids. At all times, standard hand washing procedures should be followed.
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The TFSS manager is responsible for ensuring that the infected room/car area is cleaned and disinfected prior to use with other clients.

The Aide must document, on the [HCJFS 4662 Visitation Observation Record of Activity](#), the suspected communicable illness and actions taken by the program to ensure the safety and well-being of all clients and employees. The visitation report is sent to the caseworker within one business day (Case Aide) or two business days (Family Aide).

Children's Services Program Support Transportation and Family Support Services Procedure Memo

Procedure #:	11	Subject:	Family Case File
Effective Date:	Immediate	Cross Reference:	
Approved By:	Amy Story	Planned Review Date:	
Approval Date:	3/18/08	Obsoletes:	N/A

Family Case File

Purpose

An organized filing system is essential to good record keeping. There are many benefits to an organized filing system:

- Records may be needed in legal matters
- Staff can easily find documents
- Records can be accessed on short notice
- Sensitive information is kept confidential

The Transportation and Family Support Services (TFSS) Program receives many referrals for supervised visits that are to take place with children in the care of HCJFS. Either one or both parents are visiting with their children in a controlled environment. These visits generally occur one or two times per week. To ensure confidentiality and easy access to necessary information, it is critical to maintain all records in one central location.

Family Case File Content

Each family case file will consist of the following information:

- CSR Referral forms
- HCJFS 2027 Visitors' Sign-in Sheet
- Completed HCJFS 4662 Visitation Checklists
- Miscellaneous: court documents, pertinent e-mails, Incident Reports, etc.

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New Family Case Files

The manager of the Case Aide responsible for supervising the visit will develop the new family case file. A copy of the CSR and the Visitor Sign-in Sheet (HCJFS 2027), with case name and visit information entered by the manager, will be placed in the appropriate folder and filed alphabetically in the family case file cabinet. If different family members have separate visits, more than one Visitor Sign-in Sheet (HCJFS 2027) should be included (for example, if Mom and Dad visit the children separately, they each need their own Visitor Sign-in Sheet). The Family Case File cabinets are located at A&D and Taft. They are located in the file room at Taft and the visitation rooms at A&D. Files for visits in A&D 4th and 5th floor rooms are maintained in the Taft Family Case File cabinet.

Accessing Family Case Files

Case aides responsible for supervising a family's visit will complete the HCJFS 2026 Family Case File Usage form to sign out the family's case file from the file cabinet. This should be done prior to the visit and the file should be immediately signed back in to the file cabinet after the visit. Files are to be maintained in alphabetical order.

At times, two or more Case Aides consecutively supervise a family visit. The Aide supervising the beginning of the visit will sign out the file, and the file will be passed from one Aide to the next and will indicate such on HCJFS 2026. The Aide supervising the end of the visit will return the file to the cabinet and sign in the file.

When taking a family case file for a home visit the above procedure should be followed. The case aide should adhere to the following timeframes:

- Files taken for home visits will be returned to the file cabinet within 24 work hours of the visit.
- Files taken for weekend home visits will be returned to the file cabinet at start of business Monday morning.

The Case Aide will ensure that all visitors complete all columns of the HCJFS 2027 Visitor's Sign-in Sheet. The Case Aide must complete the Visit Supervisor box of this form. If the family does not show for the visit, the Case Aide will enter the date of the no-show and the Case Aide's name. This form must be completed for all visits, both at the agency and in the community.

A copy of the HCJFS 4662 Visitation Checklist will be placed in the family case file by the Case Aide within 24 work hours of the visit.

Closed Family Case Files

The manager(s) of the Case Aide(s) assigned to supervise the family visit will close the family's file when notified that all visitations for the family are terminated. The manager will send the contents of the file to the caseworker to be maintained with the family's Children's Services' case file.

Children's Services Program Support Transportation and Family Support Services Procedure Memo

Procedure #:	2	Subject:	Incident Report Protocol
Effective Date:	Immediate	Cross Reference:	CS Policy 2.10, TFSS #3
Approved By:	Amy Story	Planned Review Date:	10/15/09
Approval Date:	10/15/07	Obsoletes:	N/A

Incident Report Protocol

Background

The Transportation and Family Support Services' staff transport and supervise visits for children in Hamilton County Job and Family Services' custody. The staff, working with the children, are responsible for the safety and well-being of the children in their care. All incidents and accidents that occur must be documented and shared with the Children's Services caseworker. The method of reporting varies with the type of incident or accident. The following Incident reporting methods should be used by all Transportation and Family Support Services staff.

For ALL incidents and accidents, staff must call their manager and call the caseworker immediately.

241-KIDS Referral

A referral to 241-KIDS must be completed for all of the following:

- Possible signs of abuse (bruising, scratches, burns, etc.) or neglect (inadequate food and shelter, etc.) on a child
- The child, parent, or caregiver reports abuse
- Staff witness abuse or neglect

Referrals to 241-KIDS must be completed ***immediately, and prior to returning a child to the foster or caregiver's home***

An On-Line Incident Report does not need to be filed for referrals to 241-KIDS.

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On-line Incident Reports

HCJFS Incident Reports should be completed for all of the following **within one business day**:

- **Threat** - Child, parent, or staff receive a verbal or non-verbal threat of physical harm
- **Physical Assault** - Child, parent, or staff are physically assaulted during a visit or transport
- **Physical Accident** - Child, parent, or staff are involved in an accident (ex. fall or an object falls on them) during a visit or transport
- **Auto Accident** - Staff, with or without children, are involved in an automobile accident during work time. See Children's Services Policy [2.10 Vehicle Accident Procedure](#) for more information.
- **Environmental** – Physical contact/exposure to harmful or offensive substances or odors
- **Other Medical** - A medical crisis occurs during work time for child, parent, or staff
- **Other** – Miscellaneous things such as a bomb threat, vandalism of vehicle
- **Theft** - Theft that occurs during work time

Incident reports are completed on-line from the Building Services web page. Click here to link to the [On-line Incident Report](#).

Incident reports do not need to be completed for minor events that do not meet the criteria above, however these events must be **reported to the caseworker within one business day** and documented on the [HCJFS 4662 Visitation Observation Report](#). Examples of events that do not require an Incident Report include:

- Child runs out of the visitation room
 - Verbal disagreement during a visit
 - Child or parent disrupts a visit
 - Child arrives to a visit with a minor rash
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