

**Board of Commissioners:**

Greg Hartmann, Chris Monzel, Todd Portune

County Administrator: Christian Sigman**Director:** Moira Weir**General Information:** (513) 946-1000**General Information TDD:** (513) 946-1295www.hcjfs.org

222 East Central Parkway • Cincinnati, Ohio 45202
(513) 946-1408 • Fax: (513) 946-2384
Email: carsos01@jfs.hamilton-co.org

June 24, 2011

Dear Provider:

Hamilton County Job and Family Services (HCJFS) has issued a Request for Proposal (RFP) seeking proposals for the purchase of visitation services.

HCJFS is looking for organizations to provide visitation services for families with an active child welfare case in Hamilton County.

We are no longer providing hard copies of the RFP to Providers. The RFP will be posted on HCJFS' website at www.hcjfs.hamilton-co.org (select Providers and then Procurement).

All providers who are currently providing services to HCJFS families are highly encouraged to respond to the RFP. In most cases, HCJFS is no longer able to contract with Providers who have not been selected via the RFP process.

Each provider who plans to submit a proposal to this RFP must register for the RFP. All registrations must be faxed or e-mailed to the RFP Contact Person, Sandra Carson at (513) 946-2384 or carsos01@jfs.hamilton-co.org by July 28, 2011. The RFP registration form is enclosed for your completion and return.

The RFP Conference will be held on July 7, 2011, 1:00 p.m. - 3:00 p.m. EST at Hamilton County Job & Family Services, 222 E. Central Parkway, Room 6SE601, Cincinnati, OH 45202. All interested Providers are highly encouraged to attend as the RFP process and requirements have changed from past RFPs; and to bring a printed copy of the RFP as these will not be provided at the RFP Conference.

Proposal submittal is due on or before August 4, 2011, no later than 11:00 a.m. EST at Hamilton County Job & Family Services, 3rd Floor, 222 E. Central Parkway, Cincinnati, OH 45202.

Thank you for your consideration, and I look forward to receiving a response from you.

Sincerely,

Sandra Carson
Contract Manager



Adult Protective Services (421-LIFE) • Cash & Food Assistance • Medicaid • Child Care Services
Child Support Enforcement • Children's Services (241-KIDS) • Workforce Development

CREDIBILITY • INTEGRITY • ACHIEVEMENT



REQUEST FOR PROPOSALS

FOR

VISITATION SERVICES

FOR

HAMILTON COUNTY

RFP #SC0111-R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(June, 2011)

RFP Conference: July 7, 2011, 1:00 p.m. – 3:00 p.m.

Location: Hamilton County Dept. of Job & Family Services

222 E. Central Parkway

Cincinnati, Ohio 45202

Deadline to register for the RFP: July 28, 2011

Due Date for Proposal Submission: August 4, 2011

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Attachment A	Cover Sheet (includes checklist)
Attachment B	Contract Sample
Attachment C	Budget and Instructions
Attachment C-1	HCJFS Completed Sample Budget for Reference Purposes Only
Attachment D	Provider Certification
Attachment E	Declaration of Property Tax Delinquency
Attachment F	Terrorist Declaration
Attachment G	Release of Personnel Records and Criminal Record Checks
Attachment H	Program Attachments
	1) Inclement Weather Protocol (CS Manual 2.07)
	2) Responding to Subpoenas (CS Manual 3.05-A)
	3) Client Confidentiality (CS Manual 3.02)
	4) Professional and Personal Boundaries (CS Manual 1.03)
	5) Mandated Reporters (CS Manual 4.03)
Attachment I	RFP Registration Form

REQUEST FOR PROPOSAL (RFP) FOR PARENTING SERVICES

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 neutral, community locations 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 location(s) and staff available for immediate implementation following contract finalization, which is anticipated to occur between October 1, 2011 – January 1, 2012. HCJFS 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 community-based services that will coordinate a wide spectrum of visitation services at community based locations, 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 mutually agreed upon by the caseworker and Provider staff. The process may include:

- Supervised visits at the provider location or treatment facility;
- Monitored visits at the provider location. A monitored visit is defined as reduced face-to-face supervision and interaction during the scheduled supervision time and may vary based on safety and well-being; and
- Monitored visits in the home or community. A monitored home or community visit will include constant line of site supervision with minimal interaction with the family; intervention as required to ensure safety and well being of children.

Supervised 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. Families that require monitored visits do not require a one staff to one family ratio. Families participating in monitored visits on premises may be staffed at a ratio of one-staff to three-families. On-site monitored visits may incorporate options of video monitoring provided safety and well-being of children is ensured. Provider may not exclusively rely on video for monitoring purposes.

HCJFS' goal is to work with Providers who are able to 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 that the current service level will increase, decrease, or remain the same. In the last three quarters of 2010, 7,500 visits were provided by the current service Provider for HCJFS, averaging 833 visits per month, at an average of two hours per visit. There is the potential for more visits to be needed. The no-show rate averages about 35% of scheduled visits. The number of children in HCJFS placements requiring visitation with their families varies from month to month. The number of new referrals currently averages 25 per month. The frequency and amount of hours per visit may vary, as well as the level of supervision required.

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 will have a range of custody statuses from Emergency Orders, Voluntary Agreements for Care, to Custody. Children participating in visitation range in age from newborns through adolescents, and occasionally teenagers. A family may have children of varying ages in the same visit. Provider should be prepared to interact with children of various ages. Visiting adults consist primarily of the biological parent or parents, but can also include grandparents or other relatives. The ultimate goal for these families is to safely reunify children with their families in the shortest timeframe possible or make timely alternate permanency plans for the child in the event that reunification is not viable. Services will enhance and support child safety, permanency, and well-being. HCJFS expects the primary outcomes for visitation services to be safe, positive interactions between the child and parent, improved parental capacity, 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 HCJFS single point of contact 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 HCJFS single point of contact 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. After-school, evening, and weekend hours are in higher demand, due to children's school schedules, and/or family or caretaker schedules. Provider should ensure a high level of capacity to provide services during these times.
4. Capacity for make-up visits for canceled services.

5. Follow HCJFS' holiday schedule and Inclement Weather Protocol (CS Manual 2.07) Attachment H.
6. No eject/reject of referrals. Service Provider is expected to accept all referrals.
7. There will be no compensation for no-show visits.

B. Visitation Locations

1. Community-based visitation locations.
2. Visitation locations accessible to families on the bus line.
3. Visitation locations that offer opportunities for family meal preparation and outdoor play and activities.
4. Visitation locations that offer toys and play equipment for all developmental ages.
5. Capacity for visits in treatment facilities.
6. Capacity for visits in family homes, as appropriate.
7. Capacity for visits in neutral locations throughout the community, such as parks, fast food restaurants, etc.
8. Capacity for adequate parking for transporters.

C. Visitation Services

1. Provide a therapeutic visitation program in an environment/space that is family friendly and home-like, 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 four hour visits, from monthly to three times a week visits.
3. Provide recommendations to HCJFS for less restrictive visitation settings, i.e. supervised visits to monitored visits, where appropriate progress has been observed and documented.
4. Plan and support visit activities considering the child and parent's developmental functioning.
5. Actively observe supervised visits, intervening when appropriate.
6. Supervise sibling visit if parent no-shows for visit.
7. Model appropriate parental reactions and redirections, as it relates to the child developmentally and specific to the needs of the family.
8. Focus on increasing appropriate parental expectations, empathy toward the child, alternatives to corporal punishments and appropriate family roles.
9. Implement research based strategies for the population of foster children with a history of abuse and/or neglect.

10. 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.
11. Assess parent/child interaction after each visit and develop recommendations for appropriate levels of visits, as well as frequency and duration of future visits.
12. Plan and supervise final visits between child and parents when parental rights have been terminated. Assist with issues of closure and separation.
13. Provide recommendations for the child's permanency plan.
14. Demonstrate cultural competency.
15. Visitation services shall 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.
16. On-site visitation location shall include security personnel with the ability to screen visitors visually and with metal detectors
17. Follow all Children's Services Protocols related to visitation (Attachment H).

D. Court Appearances

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

E. Reports

Visitation summary reports shall be forwarded to caseworker within 24 hours of visit, followed up by monthly 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.

Provide monthly reports indicating number of visits provided and number of no-shows and cancellations and corresponding reasons.

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

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 local 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 each county's Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.

Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment G. 1 to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Provider shall not assign any individual to work with consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date and employee or volunteer is hired. Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B) (1), ORC 2919.24 or OAC Chapters 5101:2-5, 5101:2-48.

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

2.0 Provider Proposal

It is required all proposals be submitted in the format as described in this section. Each submission must have the appropriate number of copies. One (1) signed original and eight (8) copies, submitting one of the 8 copies as single-sided; using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Years 2011, 2012, and 2013. 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

Describe and provide specific examples of how your organization will:

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 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 and visitation rooms that will be utilized to meet the contract requirements.
4. List the days and hours staff will be available for visits.
5. Describe in detail building locations, visitation rooms, locations of bathroom facilities, kitchen, and outside play area that will be used to provide contract services.
6. Describe how visitation locations are on the bus line.
7. 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.
8. Describe your current Board of Health certification for your kitchen area(s).
9. Describe your experience with the target population.
10. Describe how you will provide a wide-spectrum of visitation services, from supervised to monitored visits.
11. Describe in detail how you will calculate the base unit rate, including the level of supervision for the visits and the no-show visits.

12. Please describe in detail the qualifications and duties of all personnel associated with providing the services contained in this RFP.
13. 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.
14. Describe how you will ensure compliance with Children's Services and Transportation and Family Support Services' Protocols (Attachment H).
15. Describe your complaint and resolution system.
16. 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.

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

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

Certificates of Insurance

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

Hamilton County Risk Manager

Room 607

138 East Court Street

Cincinnati, OH 45202

Facsimile: 513-946-4330

- G. Job Descriptions - For key clinical and business personnel (i.e. director, CFO, Program director, trainers, etc.) and any staff providing direct services to youth.

- H. Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

Please provide the following attached only to the original proposal:

- L. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- M. Annual Report - A copy of Provider's most recent annual report, the most recent independent annual audit report, and a copy of the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent years federal income tax returns and the most recent year-end balance sheet and income statement. If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. **It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.**
- N. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

2.3 Budgets and Cost Considerations

- A. Services are anticipated to begin between October 1, 2011 – January 1, 2012. Provider must submit a Budget and a calculation of the Unit Rate for the initial contract term (Contract Year 1) that Provider understands will be used to compensate Provider for services provided. Budget for Unit Rates must be submitted in the form provided as Attachment C. Contracts will be written for the initial term of one (1) year with two (2) one year options for renewal.

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

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

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

- B. 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. Case management;
 2. Transportation; and

3. Other direct services (e.g. insurance, respite care), administration, needed to accurately calculate the cost of a unit of Service (the “Unit Rate” /”Cost Reimbursement).

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

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

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

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

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

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

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

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

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

RFPs and all attachments will be posted on HCJFS' website for general viewing. It is the proposing agency's responsibility to redact all personal information from resumes. Please

make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

2.6 Terrorist Declaration

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

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	July 24, 2011
RFP Conference	July 7, 2011 1:00 p.m. – 3:00 p.m.
Deadline for Receiving Final RFP Questions	July 14, 2011
Deadline for Issuing Final RFP Answers	July 21, 2011
Deadline for Registering for the RFP Process	July 28, 2011
Deadline for Proposals Received by RFP Contact Person	August 4, 2011
Oral Presentation/Site Visits – if needed	Week of August 15, 2011
Anticipated Proposal Review Completed	August 25, 2011
Anticipated Start Date	October 1, 2011 – January 1, 2012

3.2 RFP Contact Person

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

*Sandra Carson, Contract Services
Hamilton County Department of Job and Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202
carsos01 @jfs.hamilton-co.org
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 July 28, 2011.

All interested Providers must complete Registration Form (see Attachment I) and fax or e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's fax number is (513) 946-2384, and their e-mail address is carsos01@jfs.hamilton-co.org.

3.4 RFP Conference

The RFP Conference will take place at **Hamilton County Job & Family Services, 222 E. Central Pkwy., Room 6SE601, Cincinnati, OH 45202 on July 7, 2011, 1:00 p.m. – 3:00 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 RFP 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 RFP Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after **July 14, 2011**, no later than noon. The final responses will be faxed or e-mailed on **July 21, 2011** by the close of business.
- D. Only Providers who register for the RFP Process will receive copies of questions and answers.
- 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; including but not limited to the Hamilton County Commissioners; and
- B. Any HCJFS employees, except for the RFP Contact Person. Neither Providers nor their representatives may contact the RFP contact person listed in Section 3.2 after July 14, 2011, noon. If the Provider attempts any unauthorized communication, HCJFS will reject the Provider's proposal.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the RFP process, interested Providers, the program or its evaluation made to anyone other than the RFP Contact Person as listed in Section 3.2 (no contact after July 14, 2011);
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the RFP Contact Person, as listed in Section 3.2 (no contact after July 14, 2011).

3.6 Provider Disclosures

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

3.7 Provider Examination of the RFP

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

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

If a Provider fails to notify RFP Contact Person prior to **July 14, 2011** by **noon** of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP no later than **July 21, 2011** by issuance of one or more addenda to all parties who registered for the Provider's Conference, Section 3.3. In the

event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the Provider's 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 RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the Provider's Conference. All addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

3.9 Availability of Funds

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

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

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

4.0 Submission of Proposal

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

4.1 Preparation of Proposal

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

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 eight (8) duplicates of the entire written proposal must be submitted. Proposals must be received by the RFP Contact Person at the address listed in Section 3.2, RFP Contact Person, no later than **11:00 a.m. EST on August 4, 2011.**

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 RFP Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

It is absolutely essential that Providers carefully review all elements in their final proposals. Once received, proposals cannot be altered; however, HCJFS 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 August 4, 2011** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected. Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on August 4, 2011** 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;

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 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 20% of the total evaluation score.

- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 65% 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 20% of the total evaluation score.

4.7 Proposal Selection

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the Hamilton County BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.

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

4.9 Public Records

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

4.10 Public Record Requests Regarding this RFP

Providers are permitted to submit Public Record Requests at anytime. However, if a public information request is submitted regarding this procurement, the request will be honored after selected Providers' agreements have been executed.

4.11 Provider Certification Process

HCJFS reserves the right to complete the Provider Certification process for selected Providers. The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the contract.

The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for Providers already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

ATTACHMENT A
Cover Sheet for Visitation Services Proposals
Bid No: RFP SC0111-R

Name of Provider _____

Provider Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____
(Please Print or type)

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

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

Person(s) authorized to negotiate with HCJFS:

Name: _____ Title: _____
(Please Print)

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

Name: _____ Title: _____

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

Service/Year	Initial Year	Year 2 Cost Not to exceed 3%	Year 3 Cost Not to exceed 3%
Supervised Visitation			
Monitored Visitation			
Other (Please define)			

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

Signature - Authorized Representative

Title

Date

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

RFP Submission Checklist

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

Action Required	RFP Section	Included
Did you register for the RFP process?	3.3	
Will your Proposal be submitted by 11:00 a.m. on August 4, 2011?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Initial Term on the Cover Sheet?	2.1	
Did you include the Unit Rate for the First and Second Renewal Terms on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.2.2	

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

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

1. TERM

SELECT ONE

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

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

This Contract will be effective from **MM/DD/YYYY** through **MM/DD/YYYY** (the "Initial Term") 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)

(If this is a cross over year contract you must include the following information with estimated PO amounts based upon rates and anticipated delivery of service/good)

The anticipated expenditure for the period Month/day, 201_ to Month/day, 201_ is \$XX, 000.00 and for the period Month/day, 201_ to Month/day, 201_ is \$XX, XXX.00 XX.00.

ADD RENEWAL LANGUAGE BELOW IF INCLUDED IN RFP

In addition to the Initial Term described above, this Contract may be renewed, at the option of HCJFS, for two (2) additional, one (1) year terms (the “Renewal Term(s)”). If HCJFS determines it will not enter into any Renewal Term, it will give Provider written notice not less than sixty (60) days prior to the expiration of the term then in effect, of its intention not to renew.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract, Provider agrees to provide visitation services 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. Visitation services will promote positive interactions between the family members. Appropriately trained staff will supervise or monitor visits for a family unit as dictated by HCJFS. Levels of visitation services shall include supervised visits and monitored visits. In addition to providing direct services, Provider staff will:

- maintain thorough documentation of services and family needs,
- provide reports to HCJFS staff and court personnel as requested,
- conduct program evaluation and maintain outcome data, and
- provide other services related to permanency planning for the children served.

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform the supervised **visitation** services for **children and families** 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 – Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization
6. Exhibit nn – Declaration of Property Tax Delinquency
7. 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

C. PROVIDER RESPONSIBILITY

1. Provider will furnish JFS monthly reports for each family served detailing family strengths and concerns, identification of the goals of the visitation plan, summary of participation, and progress toward the goals of the visitation plan.

Provider will immediately notify HCJFS of any unusual or critical incidents of concern regarding the visit, the family or children.

Provider will furnish JFS with quarterly reports outlining the total number of children and families served. Also, provider will furnish total number of visitations completed and number of visits that were canceled or unattended by non-custodial parent.

2. Provider will accept the following scheduling protocol:
 - a. Scheduling process to receive referrals from caseworkers and provide a three business day turnaround for visit start date, that accommodates the consumer's needs.
 - b. Accommodate frequent changes in schedule due to child's placement changes and school/summer schedules.
 - c. 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.
 - d. Capacity for make-up visits for canceled services.
 - e. Provide regular reports that track reasons for cancellations and/or visits that did not occur.
 - f. Follow HCJFS' holiday schedule and Inclement Weather Protocol (CS Manual 2.07 - Attachment H).
 - g. No eject/reject of referrals. Service provider is expected to accept all referrals.
 - h. There will be no compensation for no-show visits.

3. CONSUMER AUTHORIZATIONS

A. Form of Consumer Authorizations

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

B. Reimbursement for Services

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

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

4. BILLING AND PAYMENT

A. Unit Rate Calculation

Provider warrants and represents that the Budget, Exhibit II, **submitted as a part of its Proposal, Exhibit 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 Person ID;
 - e. Purchase order number; and
 - f. Consumer Authorization number.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; unless timely issuance of authorizations does not permit Provider the ability to submit the invoice timely. It is the responsibility of the Provider to request special consideration and documentation with their invoice if authorizations were not submitted timely by HCJFS, or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

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

3. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance

with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Consumer Authorization was issued.

D. Miscellaneous Payment Provisions

1. Additional Payment

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

(OR use language below if more appropriate)

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

5. ELIGIBILITY FOR SERVICES

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

6. NO ASSURANCES

Provider acknowledges that, by entering into this Contract, HCJFS is not making any guarantees or other assurances as to the extent, if any, that HCJFS will utilize Provider's services or purchase its goods. In this same regard, this Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other

parties, assuming the contractual work in no way impedes Provider's ability to perform the services required under this Contract. Provider warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under this Contract.

7. AVAILABILITY OF FUNDS

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

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

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

8. TERMINATION

A. Termination for Convenience

1. By HCJFS

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon the Provider ninety (90) calendar days prior to the effective date of termination.

2. By Provider

This Contract may be terminated by Provider upon notice, in writing, delivered upon HCJFS one hundred twenty (120) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

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

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

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

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

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for any invoices that have been issued in accordance with this Contract for Services satisfactorily performed in accordance with the terms and conditions of this

Contract up to the date of termination. In addition, HCJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Provider.

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

9. FORCE MAJEURE

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

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

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

10. GOOD FAITH EFFORT

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

11. DISPUTE RESOLUTION

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

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

Representative for HCJFS: HCJFS’ Contract Manager

Representative for Provider: Provider’s Project Manager

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

Representative for HCJFS: Unit Supervisor for Contract Services

Representative for Provider: Provider’s Project Manager

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

Representative for HCJFS: Contract Services’ Director

Representative for Provider: _____

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

12. WARRANTIES AND REPRESENTATIONS

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

13. QUALITY REVIEW

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

14. MAINTENANCE OF SERVICE

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

15. REPORTS

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

16. GRIEVANCE PROCESS

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

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

17. NON-DISCRIMINATION IN EMPLOYMENT

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

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

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

18. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

19. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

20. SOLICITATION OF EMPLOYEES

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

21. RELATIONSHIP

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

22. CONFLICT OF INTEREST

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

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

23. DISCLOSURE

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

24. CONFIDENTIALITY

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

25. PUBLIC RECORDS

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

26. AVAILABILITY AND RETENTION OF RECORDS

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

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

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

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

28. DEBARMENT AND SUSPENSION

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

29. DEBT CHECK PROVISION

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

30. CORRECTIVE ACTION PLANS

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

31. PROPERTY OF HAMILTON COUNTY

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

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other

media, are the property of HCJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any copyrighted matter, unless the copyright owner gives prior written approval for HCJFS and Provider to use such copyrighted matter in the manner provided herein. Provider agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

32. INSURANCE

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

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

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

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

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

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

agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.

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

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

5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
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, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in

any way, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

34. RESERVED

35. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

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

36. MARKETING

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

37. CHILD SUPPORT ENFORCEMENT

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

38. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

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

39. RESERVED

40. SCREENING AND SELECTION

A. Criminal Record Check

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

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

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

B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

C. Rehabilitation

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

1. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver’s household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.

2. If the Provider is seeking rehabilitation for any other individual serving HCJFS Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

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

D. Verification of Job or Volunteer Application

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

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. 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.

48. 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.

49. 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.

50. GOVERNING LAW

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

51. LEGAL ACTION

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

52. 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.

53. 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.

54. AMENDMENT

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

55. 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.

56. 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.

57. 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.

58. 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.

59. CONTACT INFORMATION

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

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

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

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

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 the 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 ____, 20__.

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: _____

ATTACHMENT C

HCJFS CONTRACT BUDGET USER GUIDE

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

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

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

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

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

ATTACHMENT C

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.

ATTACHMENT C

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.

ATTACHMENT C

INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS

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

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

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

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

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

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

ATTACHMENT C

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.

ATTACHMENT C

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

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

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

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

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

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

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

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

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

ATTACHMENT C

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.

7.

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

ATTACHMENT C

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

ATTACHMENT C

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

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

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

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

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

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

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

ATTACHMENT C

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.

EXHIBIT II**HCJFS CONTRACT BUDGET**

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

_____ TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:UNIT =TOTAL PROGRAM COST/TOTAL UNITS
OF SERVICE = UNIT COST:

\$ _____ \$ _____ \$ _____

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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ATTACHMENT C-1

HCJFS CONTRACT SAMPLE BUDGET

(for reference purposes only)

AGENCY: Acme Foster Care

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: Traditional & Therapeutic Foster Care

January 1, 2010 TO December 31, 2010

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

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

8,395.00

5,475.00

UNIT = 1 day

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

\$52.22

\$93.31

\$ _____

TOTAL REVENUE	443,402.40	515,855.86	0.00	0.00	657,008.63
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TOTAL EXPENSE
777,250.00
192,466.88
380,150.00
17,400.00
124,000.00
82,500.00
8,300.00
5,700.00
17,500.00
0.00
1,605,266.88
0.00
1,605,266.88

1,616,266.89

Hamilton County Department of Job and Family Services
Provider Certification Document

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

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

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

NOTES:

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

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

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

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

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

Additional comments/notes for Section B:

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

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

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

Additional comments/notes for Section C:

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

Hamilton County Department of Job and Family Services

Provider Certification Process

(Revised 6/05)

I. Overview

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

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

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

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

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

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

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

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

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

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

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

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

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

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

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

DECLARATION

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

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

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

CERTIFICATION

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

X

Signature

Date



222 East Central Parkway • Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

FAX: (513) 946-2250

www.hcjfs.org

www.hcadopt.org

www.hcfoster.org

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

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

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

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

NOW THEREFORE

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

Signature _____ Date _____

A. Criminal Record Check

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

CHILDREN'S SERVICES MANUAL

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

Inclement Winter Weather

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

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

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 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.
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Returning to Placement Setting	When a child must be returned to his/her placement setting from another location consideration must be given to 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
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Out-of-County Travel	When a transportation assignment or visit requires travel outside of Hamilton County, the caseworker 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 or section chief. An emergency supply box can be obtained prior to a trip.
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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.

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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.

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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.
-

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

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.

Continued on next page

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.
-

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.

REGISTRATION FORM

RFP: SC0111-R, Parenting Education Services, June 24, 2011

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

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

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

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the Provider's Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **July 28, 2011**.

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING PROVIDERS 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.