

REQUEST FOR PROPOSALS FOR PREVENTION SERVICES

SC01-23R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

May 2023

RFP Conference: June 9, 2023, 1:30 p.m. – 3:30 p.m. EST Location: This conference is being held virtually – the call-in number is: 1 (614) 721-2972

Conference ID: 472 419 754#

Deadline for Proposal Registration: June 23, 2023, no later than noon EST Due Date for Proposal Submission: On or Before July 28, 2023, no later than 11:00 a.m.

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REQUEST FOR PROPOSAL (RFP) PREVENTION SERVICES

MISSION STATEMENT

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

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award Contracts for these services to multiple Providers and to award Contracts for all or any portion of the services requested herein. Contract(s) shall be for an initial term of two (2) years ("Initial Term") with two (2) one (1) year renewal Options ("Optional Renewal Terms") at the sole discretion of HCJFS.

If at any time during the Initial Term, HCJFS determines service capacity needs to be expanded, then HCJFS may re-release this RFP. Any contracts awarded from a re-issued RFP(s) will expire at the same time as the contracts awarded under the initial RFP. All proposals submitted as part of a re-released RFP will be subject to and evaluated based upon the same criteria set forth in the initial RFP (plus any addenda issued as a part of the initial RFP).

Provider agrees that if selected by HCJFS under this RFP or any re-released RFP and if requested by HCJFS, that it will enter into an extension of the Contract for up to 180 days following the expiration of the term then in effect under the current terms, conditions and prices applicable at that point in time. This will allow HCJFS to make a seamless transition to any new Provider and mitigate negative impact for customers.

1.2 Executive Summary and Scope of Service

Executive Summary

Hamilton County Job and Family Services (HCJFS) is seeking proposals from established organizations in Hamilton County that serve Hamilton County families and children in their own communities. Along with challenges and changes as a result of the COVID pandemic, HCJFS desires to assist in promotion of prevention services to children and families by offering funds to enhance neighborhood programming. Community Prevention Services are programs designed to strengthen and stabilize families, promote the well-being of children and families, help families reduce the risk of maltreatment, and to assist families by linking with other community services and resources to meet their needs. Community members served, include families with current or past involvement with HCJFS and families who have no previous involvement with HCJFS but may be at risk of agency involvement.

Prevention Services: Infusion of primary and secondary prevention resources aimed at building resiliency and protective factors for all families, lowering rates of child maltreatment and re-occurrence, and targeting families when they first need help.

Below is a list of HCJFS' goals for county collaboration and community program expansion:

- Expansion of health services through co-located nursing services and community health clinic partnerships aligned with public a health model of care
- Specialized birth to three programming for infants
- Crisis stabilization and respite resources (protective childcare) to ensure safety, promote stability, preventing child removals, congregate care and out of state placement
- Expansion of academic tutoring, enrichment, and community based mental health resources
- Expansion in-home, culturally respectful parent training and family treatment services
- Diversion of family homelessness through availability of concrete goods, emergency assistance and resources for families

- Transition age youth programming, specifically young adults emancipating in need of aftercare services (resources included financial counseling, housing, career planning, etc.)
- Community-based services designed to help kinship (formal or informal arrangements) families navigate and access financial, health, wellness and other parenting resources.

Scope of Services

Contracts will be awarded to agencies that fully support HCJFS' goals of improving community outcomes related to safety, permanency, and well-being of children, youth, and families and addressing racism, poverty and its disparate impact on families. Organizations providing services in minority neighborhoods, that are affected by the public health crisis will receive priority consideration, as will organizations with Minority-owned Business Enterprise (MBE), Womanowned Business Enterprise (WBE), Veteran-owned Business Enterprise (VBE), Disability-owned Business Enterprise (DOBE), and other certifications.

Contract awards will be to not-for-profit 501 (c) (3) organizations or LLC's that have demonstrated effectiveness in delivering prevention or intervention services to at-risk children, youth, and families. Funding will be limited to services delivered to children and families who are residents of Hamilton County. HCJFS may make referrals to the programs however, the primary source of referrals for prevention programs will be other community organizations or self-referrals from clients. Organizations awarded contracts will give priority to HCJFS referrals over clients referred from other sources.

General Information

Contract Term and Funding:

- Contracts will be for a 24-month period beginning between November 1, 2023, to January 1, 2024, depending on lengths of negotiation, contract finalization, and start-up.
- Organizations submitting a proposal must have been in operation for at least **three** years.

- The program being proposed must have been in operation for a minimum of one year;
 HCJFS does not fund start-up programs.
- HCJFS will only accept **one** program proposal per organization.
- HCJFS does not pre-pay for services; Providers must submit monthly invoices after services are delivered.
- A contract award is **no** guarantee for continued funding once the contract expires.

PROVIDER MUST IDENTIFY AN AREA BELOW THAT THEIR ORGANIZATION'S SERVICES TARGET:

 Formal & Informal Kinship Investment. When children cannot safely remain in care with parents, we know they have much better outcomes when placed in the care of kin. Children are far more likely to stay connected with their family, community and culture.
 Need: Trauma-informed community-based services designed to help kin families navigate and access financial. health, wellness and other concrete goods and resources for their families.

Target population: Families who are caring for kin under formal family arrangements or formal legal arrangements.

2. Safety health and wellness for infants and children birth to 5. Infusion of Primary and Secondary culturally relevant prevention resources aimed at building resiliency and protective factors, lowering rates of child maltreatment and re-occurrence, targeting families when they first need help.

Need: Access to safe respite care, after school and summer programs, recreation, culturally respectful parent education services, child development resources, family support coaches, homeless prevention resources, legal/ advocacy services, health/wellness supports, connection to concrete goods, emergency assistance and financial resources, short term emergency/ homeless prevention resources (Expand Family Success Network).

Target Population: Families with children birth to 5.

3. Services and supports for at risk transition age youth (14 to 24): Youth who have prior or current involvement in child protection or juvenile justice systems often experience adverse outcomes in attaining employment, education and stable housing and additionally are at risk for poor outcomes in overall health and wellness. Too often, they lack permanent connections to adults who can support their continued growth and development. Need: These youth and families need access to trauma informed, culturally responsive, tailored supports and resources including lived experience youth navigators, parent mentors, life skill coaches, concrete goods, tailored health and wellness resources safe, accessible social, developmental and recreation options, short term emergency housing/homeless prevention resources.

Target Population: Transition age youth – 14 to 24 years old.

PROVIDERS PREFERRED TO HAVE CURRENT PROGRAMMING OR WILLINGNESS TO EXPAND IN THE FOLLOWING ZIP CODES:

HCJFS did an assessment of the county needs for services and have found the top ten zip codes that would benefit from additional community programming. Neighborhood organizations focusing on childcare, recreational activities for youth of varying ages and before/after school programs are desired. Resource assistance for identifying and addressing childhood poverty under five years old will be prioritized in funding. The United States average for childhood poverty is 19%, with Ohio's average being 22%. All but one of these zip codes are above the state average and one area identified has 67% of children under five years old. Most of the areas highlighted have lower school enrollment ages three to four, and at least 5% of children are uninsured.

The following zip codes have been identified as focus areas for family and children services:

- 45211 Cheviot, Monfort Heights, Bridgetown
- 45231 Mt. Healthy, Finneytown
- 45205 West Price Hill

- 45238 Delhi, Covedale
- 45225 Millvale
- 45239 Mt. Airy
- 45237 Golf Manor, Reading
- 45215 Lockland
- 45232 Winton Hills, St. Bernard
- 45229 Avondale

1.2.1 Population

The target population: Children (ages 0-21), families with children (ages 0-21) living in Hamilton County Ohio, and at-risk transition age youth (ages 14 to 24).

1.2.2 Service Components

A. Complete Attachment #1

B. Licensure, Administration and Training

- 1. Provide copies of any relevant licenses and certifications.
- 2. Identify if your organization is a Small Business Enterprise (SBE), Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE) and provide certification of such designations. If your organization is a non-profit and is not certified as a SBE, MBE or WBE, and your organization is Women or Minority owned, please share this information, as HCJFS is tracking our equity and inclusion efforts with businesses who deliver our services to families and individuals we serve.
- 3. Describe training, supervision, and support provided to staff.

1.3 Employee Qualifications

- Education and training: Staff will have education and licensure commensurate with responsibilities and programmatic licensing criteria.
- Work history: All employees who are assigned to this project to work with HCJFS's customers shall have information on job applications verified.
 Verification shall include references and work history information.
- Staff hiring: HCJFS requires that Provider's staff be reflective of the community we (HCJFS and Provider) serve, including but not limited to, racially, culturally and ethnically. Provider must demonstrate staffing and hiring practices that reflect equity and inclusion.
- 4. Criminal Record Check: Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport customers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Departments) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.
- 5. <u>Central Registry Report</u>: Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Customers. Instructions and guidance on how to obtain this clearance can be found at <u>https://jfs.ohio.gov/ocf/childprotectiveservices.stm</u>.
- 6. All completed and documented checks shall be maintained in the employee file.
 - Provider shall ensure that every above-described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.

- Provider shall not assign any individual to work, volunteer with or transport Customers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.
- Employees who have been convicted: Employees convicted of or plead guilty to any violations contained in ORC 5153.111 (B) (1) may not come into contact with HCJFS' Customers.
- 8. The contract language for Criminal Records and Central Registry requirements (4, 5, 6 and 7 above) is below:

SCREENING AND SELECTION

A. Criminal Record Check and Fingerprint-Based Checks

Provider warrants and represents it will comply with ORC 2151.86 and will complete all required criminal record checks with respect to any person under final consideration for appointment or employment as a person responsible for delivering service to HCJFS customers. Provider shall perform all criminal records check consistent with the provisions ORC 2151.86 at the time of initial application for

appointment or employment and every year thereafter. In addition to a request to the Bureau of Criminal Identification and Investigation ("BCII"), Provider shall also obtain a criminal record transcript from the Cincinnati Police Department, the

Hamilton County Sheriff's Office (or appropriate local police and sheriff' offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual assigned to work with Customers. When a request is made to the BCII at the time of initial application for appointment or employment, it shall include a request that the BCII obtain information from the federal bureau of investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in

42 USC 671, for the person subject to the criminal records check. In all other cases, when a request is made to the BCII at the time of initial application for appointment

or employment, it may include a request that the BCII obtain information from the federal bureau of investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check.

Provider shall provide all persons who are subject to a criminal records check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal records check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

Provider shall obtain a signed a release of information on the form attached hereto and incorporated herein as Exhibit IX. Provider shall allow inspection and audit of the above criminal records transcripts, fingerprint-based checks, or reports by Agency or a private vendor hired by Agency to conduct compliance reviews on its behalf.

B. Requirements for the Transportation of Customers (If Providing ONLY)

Any individual transporting Customers shall possess the following qualifications:

- Prior to allowing an individual to transport a Customer, 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;
- 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. Maintenance of a current and valid driver's license.

Provider must, at all times, comply with Ohio's Child Passenger Safety Law as set forth in Ohio Revised Code 4511.81 while transporting any Customer.

In this same regard, no Customer that is required to have a seat restraint can be transported by Provider until such requirement is met.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Customer 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.
- Provider shall not assign any individual to work with or transport Customers until a
 BCII report and a criminal records 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 F below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- E. All completed and documented checks shall be maintained in the employee file.
 - Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit IX - Release of Personnel Records and Criminal Record Check to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
 - Provider shall not assign any individual to work, volunteer with or transport Customers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.

F. 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:

- 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 Customers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

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

G. 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.

2.0 PROVIDER PROPOSAL

HCJFS will only accept proposals via e-mail. Please note the maximum file size for proposals being submitted is 24MB. Proposals should be sent to the RFP Contact Person at:

Hamil ContractServicesProcurementCarson@jfs.ohio.gov

- A. Electronic Requirements
 - All proposal pages must be numbered sequentially from beginning to end, including attachments.
 - Each proposal should not exceed a total of 30 pages (not including budget).
 - Proposal in a pdf format and the pages must be numbered from 1 ???.
 - Each proposal must be written in twelve (12) point font.
 - Budget in unlocked Excel format.
- B. Proposal Organization

Proposals must contain all the specified elements of information listed below without exception,

including all subsections therein:

- Section 2.1 Cover Sheet
- Section 1.2.2 Service Components Attachment #1
- Section 2.3 –Cost Considerations
- Section 2.4 Customer References
- Section 2.5 Personnel Qualifications
- Section 2.8 Proposal Documents

The following will need to be submitted if proposal is accepted and prior to contract negotiations:

• Section 2.6 – Financial Documentation

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 may be rejected.

The Cover Sheet must also include the proposed annual cost service Provider is proposing for Contract Years 1, 2, 3 and 4. Provider is to make sure to include the request for all rates for the original Contract period (years 1 and 2) and the 2 subsequent renewal period options (years 3 and 4).

2.2 Reserved

2.3 Budgets and Cost Considerations

A. HCJFS anticipates services will begin approximately November 1, 2023 – January 1, 2024. Provider must submit a Budget and a calculation of the annual cost for the initial Contract term that Provider understands will be used to compensate Provider for services provided. In addition, if Provider is requesting an increase in costs for renewal years 1 and 2, they must complete the data sheet in the budget that lists each budget line item with an estimated expense amount and percentage increase from the prior year. Budgets and annual cost must be submitted in the form provided as Attachment C. Contracts will be written for the initial term of two years with two (2) one-year options for renewal.

For renewal years, any increases in annual cost 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 annual cost of the prior term. HCJFS does not guarantee that

the annual cost will be increased from one Contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any annual cost 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. Insurance;
 - 3. Transportation; and
 - 4. Other direct services needed to accurately calculate the annual cost, e.g. food, supplies, etc.

The annual cost for <u>each Contract year</u> must be listed on the Cover Sheet, Attachment A.

- C. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. If Provider is a for profit organization, 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, "<u>unallowable</u>" program costs (detailed list is located in
 2 CFR Part 200 Subpart E) include:
 - 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;
 - bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - contributions, donations or any outlay of cash with no prospective benefit to the facility or program;

- entertainment costs for amusements, social activities and related costs for staff only;
- 6. costs of alcoholic beverages;
- 7. goods or services for personal use;
- 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;
- 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 two (2) current letters of reference for whom services were provided similar in nature and functionality to those requested by HCJFS. Reference letters from HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

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

If Provider is unable to submit at least two (2) letters of reference, Provider must submit a detailed explanation as to why.

2.5 Personnel Qualifications

Please submit resumes with the below following information for key program and business personnel who will be working with the program. These positions are Agency Director, CFO, Program Director and/or Administrators:

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

Provider's program manager must have a minimum of three (3) years' experience as a program manager with a similar program. It is the proposing agency's responsibility to redact all personal information from resumes.

RFPs and all attachments are public documents and are available for general viewing. 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 Financial Documentation

Prior to Contract award, a copy of the most recent independent annual audit report, most recent single audit, if applicable and the most recent Form 990. For a sole proprietor or for-profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year- end balance sheet and income statement.

If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. Provider's failure to provide these documents may result in rejection of the proposal and subsequently a Contract will not be awarded. It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.

2.7 Reserved

2.8 Proposal Documents

The following items are to be attached to the proposal:

Ownership, Annual Report, and Licensure (as appropriate)

- A. 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.
- B. Annual Report A copy of Provider's most recent annual report.
- C. Licensure (as appropriate) A copy of appropriate licensure from ODJFS, ODMHAS or other licensing agencies. If Provider does not have a finalized license by the end of the proposal selection process, Provider will be granted 60 days from the date of acceptance of the proposal to finalize its license or Provider's proposal will be disqualified.
- D. Inspections (as appropriate) Health, Fire Safety, etc.

System and Fiscal Administration Components

- 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 (if applicable) Submit a letter of intent from each subcontractor indicating its 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 and obligations 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. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
- F. Insurance and Worker's Compensation A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Provider must note that as a Contract requirement the following conditions must be met:

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

Certificates of Insurance

As a matter of proof of insurance, prior to the effective date of the Contract, Provider shall give the County and HCJFS 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. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05. Certificates are to be sent to Hamil_ContractServicesCommunication@JFS.Ohio.gov and the Hamilton County Risk Manager at <u>COI@hamilton-co.org</u>.

- G. Job Descriptions For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, staff and Supervisors.
- H. Daily Service/Attendance Form to be submitted monthly with invoices 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 and addresses of all participants who received services being billed to HCJFS, the type of service received, and name of the instructor or social worker. Copies of Releases of Information if required by program. Also, include forms used to record participant progress (if applicable).
- 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. QA manual need not be included.
- J. Agency's/Company's Brochures A copy of the Agency's/Company's brochures which describe the services being proposed.
- K. Federal Programs (if applicable) Provide a description of the Agency's/Company's experience with federal programs.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM

DELIVERY DATE

RFP Issued	May 19, 2023
RFP Conference	June 9, 2023
	1:30 p.m. – 3:30 p.m.
Deadline for Receiving Final RFP Questions	June 23, 2023, noon
Deadline for Issuing Final RFP Answers	June 30, 2023
Deadline for Registering for the RFP Process	June 23, 2023, noon
Deadline for Proposals Received by RFP Contact Person	July 28, 2023
	no later than 11:00 a.m.
Oral Presentation/Site Visits – if needed	Week of September 11, 2023
Anticipated Proposal Review Completed	Week of September 18, 2023
Anticipated Start Date	November 1, 2023 – January
	1, 2024

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 & Family Services 222 East Central Parkway, 3rd floor Cincinnati, Ohio 45202 <u>Hamil ContractServicesProcurementCarson@jfs.ohio.gov</u>

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 JUNE 23, 2023, NO LATER THAN NOON.

All interested Providers must complete Registration Form (see Attachment G) and 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 e-mail address is Hamil ContractServicesProcurementCarson@jfs.ohio.gov

3.4 RFP Conference

The RFP conference will be held virtually on June 9, 2023, 1:30 p.m. – 3:30 p.m. EST. The phone number to watch the conference is 1 (614) 721-2972, Conference ID: 472 419 754#. If you register prior to the conference date, you will be sent the link to be able to watch the video conference on-line. You will not be permitted to speak, but you will be able to type questions that will be addressed at the end of the conference and via addenda.

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being e-mailed are to be sent only to the RFP Contact Person at Hamil ContractServicesProcurementCarson@jfs.ohio.gov

- A. Prior to the RFP Conference, questions may be e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed 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 e-mailed regarding the RFP or the RFP
 Process to the RFP Contact Person.
- C. No questions will be accepted after June 23, 2023, noon. The final responses will be e-mailed no later than June 30, 2023, by the close of business.

- D. Only Providers who register for the RFP Process will receive electronic, unlocked budget, attachments and addenda.
- 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 the RFP process. If an interested Provider or anyone associated with an interested Provider attempts any unauthorized communication, Provider's proposal is subject to rejection.

Individuals associated with this RFP and related 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 listed in Section 3.2.

Examples of unauthorized communications prior to the award of the contract, except to the RFP Contact Person listed in Section 3.2, including but are not limited to:

- A. Telephone calls; and
- B. Letters, emails, social media contacts and faxes regarding the RFP process, anything related to the RFP or the RFP process; and
- C. Visits in person or through a third party attempting to obtain information regarding the RFP, anything related to the RFP or the RFP process.

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after June 23, 2023, noon.

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

PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHLY ENCOURAGED.

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than June 23, 2023, noon 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 e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to the June 23, 2023, 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 by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to http://www.hcjfs.org

3.9 Availability of Funds

This RFP is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. HCJFS will notify the Provider at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Provider for any expenses incurred as a result of the RFP process. If additional funding becomes available during the term of the contract, and at HCJFS' discretion, HCJFS reserves the right to amend Providers' contract to increase the contract value.

4.0 SUBMISSION OF PROPOSAL

Provider must certify the proposal and pricing will remain in effect for 180 calendar 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. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

If, in the opinion of HCJFS, information included within Provider's proposal was intended to mislead the County in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

Proposals must be e-mailed to the RFP Contact Person, Sandra Carson at <u>Hamil ContractServicesProcurementCarson@jfs.ohio.gov</u> on or before July 28, 2023 no later than 11:00 a.m. *Proposals received after this date and time will not be considered.* An email confirmation for receipt of proposals will be issued. 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 approval by the HCJFS Director shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Provider from full compliance with its specifications if Provider is awarded the Contract.

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted on or before July 28, 2023, no later than 11:00 a.m. will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. <u>Non-Qualified</u>

<u>proposals will be rejected.</u> Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP;
- B. Timely Submission The proposal is e-mailed to the RFP Contact Person, Sandra Carson, at <u>Hamil ContractServicesProcurementCarson@ifs.ohio.gov</u> no later than 11:00 a.m. on or before July 28, 2023.

Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected;

- C. Responses to Service Components, Section 1.2.2;
- D. Signed and Completed Cover Sheet, Section 2.1;
- E. Completed Budgets, Section 2.3;
- F. Responses to System and Fiscal Administration Components, Section 2.8.

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 Hamilton County Office of Economic Inclusion. 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:

Does Not Meet Requirement	A particular RFP requirement was not addressed in the
	Provider's proposal.
Partially Meets Requirement	Provider's proposal demonstrates some attempt at meeting a
	particular RFP requirement, but that attempt falls below an
	acceptable level.
Meets Requirement	Provider's proposal fulfills a particular RFP requirement in all
	material respects, potentially with only minor, non-substantial
	deviation.

Exceeds Requirement	Provider's proposal fulfills a particular RFP requirement in all
	material respects, and offers some additional level of quality in
	excess of HCJFS expectations.

Stage 3 Other Materials

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

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

Stage 4 Evaluation Scoring

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 1.2.2 Questions – Attachment #1, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.

- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth
 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% 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 it is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 1.2.2 Questions Attachment #1, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 70% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth
 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8.Questions are worth 10% of the total evaluation score.

4.7 Proposal Selection

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.

- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts.
 The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful Provider are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider.

In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Providers who submitted Qualified Proposals, 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 emailed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be emailed to the contact person listed in Section 3.2. 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

All proposals submitted shall become the property of HCJFS to use or, at its option, return such proposals. All proposals and associated documents will be considered to be public information and will be open for inspection to interested parties after the award of a contract unless identified as a trade secret or otherwise exempted from disclosure under the Ohio Public Records Act. Trade secrets or otherwise exempted information must be clearly identified and marked as such in the proposal. Each page containing such material must:

- 1. Be clearly identified within the proposal;
- Must have the basis for non-disclosure status provided in narrative on a separate page and have "Trade Secret" typed on the upper righthand corner of the page and the envelope; and
- 3. Be placed in the required order of the response format.

For example - if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret then:

• the word "Trade Secret" would be typed on the right-hand corner of pages 1 through 5 of the proposal.

DO NOT MARK EVERY PAGE OF YOUR PROPOSAL AS TRADE SECRET OR OTHERWISE EXEMPTED FROM DISCLOSURE OR YOUR PROPOSAL MAY BE REJECTED

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a) HCJFS 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 HCJFS to release such documents.

It is Provider's sole responsibility to legally defend the actions of HCJFS for withholding Provider's documents as trade secrets or otherwise exempted information if the issue is challenged.

4.10 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.

4.11 Public Record Requests Regarding this RFP

Per ORC 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final Contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code, shall not be available until after the award of the Contract(s). Award is defined as when the Contract is fully executed by all parties.

ATTACHMENT A

Prevention Services (includes checklist)

ATTACHMENT A Cover Sheet Prevention Services RFP No: SC01-23R

Name of Provider		
Provider Address:		
Telephone Number:	Fax Numbe	er:
Contact Person:	(Please Print or type)	
Phone Number:	(ext)E-Mail Address	:
Additional Names: Provider mu	st include the names of individual	Is authorized to negotiate with HCJFS.
Person(s) authorized to n	egotiate with HCJFS:	
	Title:	
(<i>Please Print)</i> Phone Number:	Fax Number:	E-Mail:
Name:	Title:	
Phone Number:	Fax Number:	E-Mail:

Please Complete Rate Grid below.

Total Cost for Initial Term of Two Years 11/2023 – 10/2025	Total Cost for Renewal Year 1 11/2025 – 10/2026	Total Cost for Renewal Year 2 11/2026 – 10/2027
\$	\$	\$

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

By signing and submitting this proposal Cover Sheet, Provider certifies the proposal and pricing will remain in effect for 180 days after the proposal submission date.

Please complete the next page 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 on or before June 23, 2023 no later than noon?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before July 28, 2023?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Initial Budgeted Expenses for the Initial 2-Year Term on the Cover Sheet?	2.1	
Did you include Budget Expenses for the First and Second Renewal Terms on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Did you complete and approve Attachment #1 – Provider Qualifications and Program Description?	1.2.2	
Is a response to each System and Fiscal Administration Component included?	2.8	

ATTACHMENT B Contract Sample

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 (Hereinafter "BOCC"), Ohio through (or on behalf of) the Hamilton County Department of Job & Family Services (Hereinafter "HCJFS") and <u>Name of organization</u>, (Hereinafter "Provider") <u>doing business as (only if there is a legal DBA)</u>, with an office at <u>Street address, Cincinnati, Ohio, 452XX</u>, whose telephone number is <u>(513) XXX-XXXX</u>, for the purchase of <u>type of service (the "Contract")</u>.

1. TERM

This Contract will be effective from <u>MM/DD/YYYY</u> through <u>MM/DD/YYYY</u> (the "Initial Term") inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the Contract cannot exceed **<u>\$000,000.00</u>** over the life of this Contract.

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 (30) days prior to the expiration of the term then in effect, of its intention not to renew.

2. SCOPE OF SERVICE

A. EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform the (must state services) services for (children, families, individuals – select which apply) of Hamilton County or are referred by HCJFS (the "Consumer") as described in Exhibit nn – Request for Proposal, Exhibit nn – Provider's Proposal, and Exhibit nn – Scope of Work, (individually, the "Service", collectively the "Services"). 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 of Property Tax Delinquency; and
- 6. Exhibit nn Release of Personnel Records and Criminal Records and Fingerprint-based Checks.

B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits 1 through nn as defined in 2.A. Exhibits above. This Contract and all exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts with an exhibit, this Contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

- 1. Exhibit nn Scope of Work
- 2. Exhibit nn The Request for Proposal
- 3. Exhibit nn Provider's Proposal

3. BILLING AND PAYMENT

A. Expense Reimbursement –Provider shall be reimbursed for One Hundred Percent (100%) of its incurred expenses for services delivered in accordance with this Contract. Notwithstanding the above, such expense reimbursement shall be limited to those expenses set forth in Exhibit nn– Budget, for which Provider has submitted proper verification as a part of its invoice. Provider agrees that it will not be reimbursed for any expense in an amount greater than the amount set forth in Exhibit nn Budget for such expense for the time period set forth on such exhibit(s).

B. Billing and Payment – Original invoices, signed by Provider, will be sent each month to HCJFS, within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

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

- 1. HCJFS, will not make payment for any service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there will be no extension of the time limitations.
- 2. For accurate invoices which are received timely, HCJFS will use its best efforts to make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract.
- 3. Invoices are to be submitted each month with only one (1) month of service being recorded on each invoice. All invoices must contain backup documentation to allow HCJFS to verify all expenses set forth on such invoice. Proper expense documentation includes copies of all invoices, payroll registers, etc. used to generate a dollar amount of expense for each line set forth on invoice.
- C. Provider will indicate the purchase order and vendor number on all invoices submitted for payment.
- D. Provider warrants that the following unallowable costs were not included in Exhibit nn Budget and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:
 - 1. bad debt or losses arising from uncollectible accounts and other claims and related costs;
 - 2. bonding costs;

- 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
- 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
- 5. entertainment costs for amusements, social activities and related costs;
- 6. costs of alcoholic beverages;
- 7. goods or services for personal use;
- 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
- 9. gains and losses on disposition or impairment of depreciable or capital assets;
- 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
- costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in rule 5101:2-47-26.2 of the Administrative Code;
- 12. losses on other contracts;
- 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
- 14. costs related to legal and other proceedings;
- 15. goodwill;
- 16. asset valuations resulting from business combinations;
- 17. legislative lobbying costs;
- 18. cost of organized fund raising;
- 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
- 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
- 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
- 23. major losses incurred through the lack of available insurance coverage; and
- 24. cost of prohibited activities from section 501(C)(3) of the Internal Revenue Code.

- E. Provider warrants that a separate General Ledger account has been established and will be maintained for the revenue and expenses of this contracted program.
 Provider further understands and agrees that any funds received pursuant to this Contract must be tracked and reported separately from any other funds received by Provider.
- F. Provider warrants that claims made for payment for services provided shall be for actual services rendered to eligible individuals and do not duplicate claims made by the Provider to other sources of public funds for the same service.

4. ELIGIBILITY FOR SERVICES

Services are to be delivered to only children and families with children who are residents of Hamilton County Ohio.

5. 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.

6. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for Services. 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:

A. Reduce the utilization of the Services provided under this Contract, without change to the terms and conditions of the Contract; or

B. 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.

7. TERMINATION

- A. Termination for Convenience
 - 1. By HCJFS

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

2. By Provider

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

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise materially breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

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

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

- C. Effect of Termination
 - 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.

8. 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.

9. 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 effects of such termination on the Consumers.

10. DISPUTE RESOLUTION

The Parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Within thirty (30) calendar days from the time the Provider discovers or should have discovered that a matter is properly an issue that should be determined under Section 10, Provider shall prepare and submit a 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 the parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of forty-five (45) 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' Unit Supervisor for Contract Services 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: Director of Contract Services Representative for Provider:

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

11. 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,.

- 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.

12. 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.

13. 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.

14. **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. HCJFS reserves the right to 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.
- C. HCJFS reserves the right to withhold payment until such time as all required reports are received.

15. 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.

16. 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.

17. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

A. Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). To the extent Vendor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, Consumers shall not be required to pay for such assistance.

18. 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.

19. 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 County.

20. CONFLICT OF INTEREST

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

Provider 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.

21. 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.

22. 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.

23. 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.

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

24. 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 records 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).

25. 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 Repayment Agreement terms, HCJFS may, in its sole discretion, elect to withhold future payments to Provider until the Provider has repaid to HCJFS the funds in full. Payments withheld more than sixty (60) days may be canceled and may not be reissued. 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 and most recent annual independent audit report 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.

26. 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.

27. 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.

28. 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 referrals 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 referrals 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.

29. 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. BOCC 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 BOCC, then Provider agrees to and by executing this Contract hereby does assign to BOCC all worldwide rights, title, and interest in and to the Deliverables. BOCC 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 BOCC, 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 BOCC 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 BOCC determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

30. 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. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits:

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

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

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

- B. 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) 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 its officials, employees, agents and volunteers and the Hamilton County Department of Job & Family Services, and its 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 emailed to the Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL ContractServicesCommunication@jfs.Ohio.gov. The forms must state the following: "Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement 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: Hamilton County Risk Manager at

<u>COI@hamilton-co.org</u> and to Agency at <u>HAMIL_ContractServicesCommunication@jfs.Ohio.gov</u>.

4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause.

NOTE: If Provider offers Limited contractual liability instead of Blanket contractual liability as listed in (A)(3) and (D)(4) above, the following language must be added to the paragraph above:

All certificates of insurance shall reference the project/Contract number for which the insurance is being provided.

5. 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.

- 6. 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.
 - 7. 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.

- 8. 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.
- 9. 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.
- 10. 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.
- 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.

31. 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 BOCC, 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.

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this paragraph, which may result in a breach of contract, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the contract for any reason.

32. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

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

33. 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.

34. 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.

35. SCREENING AND SELECTION

A. Criminal Record Check and Fingerprint-Based Checks

Provider warrants and represents it will comply with the requirements of ORC 2151.86. Provider shall perform all criminal record checks consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and provide updated notifications of subsequent Criminal Activity for each such person thereafter through their enrollment in the Ohio Attorney General's Bureau of Criminal Investigation's ("BCI") Retained Applicant Fingerprint Database continuous criminal record monitoring service ("Rapback Service")

Provider shall provide all persons who are subject to a criminal record check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal record

check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

Provider shall obtain a signed release of information, in the form attached hereto and incorporated herein as Exhibit nn. Provider shall allow inspection and audit of the above criminal records' transcripts, fingerprint-based checks, or reports by Agency or a private vendor hired by Agency to conduct compliance reviews on its behalf.

B. Requirements for the Transportation of Consumers

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;
- 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. Maintenance of a current and valid driver's license.

Provider must, at all times, comply with Ohio's Child Passenger Safety Law as set forth in Ohio Revised Code 4511.81 while transporting any Consumer. In this same regard, no Consumer that that is required to have a seat restraint can be transported by Provider until such requirement is met.

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. 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 G below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- E. Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers. Instructions and guidance on how to obtain this clearance can be found at <u>https://jfs.ohio.gov/ocf/childprotectiveservices.stm</u>.
- F. All completed and documented checks shall be maintained in the employee file.
 - Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit nn - Release of Personnel Records and Criminal Record Check to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work, volunteer with or transport consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired
- G. 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 Provider is seeking rehabilitation for any other individual serving 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's sole discretion whether to permit a rehabilitated individual to work with, volunteer with or transport HCJFS Consumers.

H. 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.

36. 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 630, 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.

37. FAITH BASED ORGANIZATIONS

If Provider is a faith based organization, 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.

38. DECLARATION OF PROPERTY TAX DELINQUENCY

Remove this section and mark reserved if this contract is not a result of the competitive bid process (i.e., single/sole source agreement).

After award of this Contract and prior to the time this Contract was entered into, Provider submitted a statement in accordance with ORC Section 5719.042 related to personal property taxes. In compliance with the statute, a copy of such statement is incorporated in this Contract as if fully set forth herein.

39. 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.

40. GOVERNING LAW

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

41. LEGAL ACTION

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

42. 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.

43. 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.

44. AMENDMENT

This writing constitutes the entire agreement between Provider and HCJFS (or BOCC; whomever has final signature authority) 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 (or BOCC; whomever is final signature authority) and effective as of the date of enactment of the law, statute, or regulation.

45. 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.

46. 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.

47. 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.

48. 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.

49. CONTACT INFORMATION

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

Name & Email Address	Telephone	Department	Responsibility
Assigned Contract Specialist	(513) 946-	Contract Services	contract changes, contract language
	(513) 946-	Program Management	service point of contact, service authorization, invoice review
Assigned Budget Officer	(513) 946-2461	Fiscal	billing & payment, invoice processing
Jim Tinker, jim.tinker@jfs.ohio.org	(513) 946- 1728	Communications Director	Media inquiries, media and communications questions

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

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

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

SIGNATURES

LIST APPROPRIATE SIGNATURES ON THIS PAGE, IF DIRECTOR IS FINAL SIGNATOR, THEN DELETE THE BOCC LINES, ETC.

(List Provider's name here):	
Authorized Provid	er Representative
Title:	Date:
By:	Date:
Jeffrey Aluotto, County Administrator	
Hamilton County, Ohio	
Recommended By:	
	Date:
Michael Patton, Director	
Hamilton County Department of Job & Fa	mily Services
Approved as to form:	
By:	Date:
Prosecutor's Office	
Hamilton County, Ohio	

Prepared By: _____ Checked By: _____ Approved By: _____

Budget and Instructions

CONTRACT BUDGET INSTRUCTIONS

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

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

1) Fax:

Fax: (513) 946-2384

2) E-mail:

HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

3) Mail:

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

PAGE 1 - SUMMARY PAGE

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

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

Mgmt Indirect Cost

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

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

HCJFS CONTRACT BUDGET

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

AGENCY: (Enter legal name of your agency)

BUDGET PREPARED FOR PERIOD

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

g. Foster Care) (Enter Begin Date of Budget) **TO** (Enter End Date of Budget)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						
**ESTIMATED <u>TOTAL</u> UNITS OF SERVICE TO BE PROVIDED: **TOTAL PROGRAM EXPENSES / TOTAL UNITS OF SERVICE = UNIT RATE: \$_	1 \$_		\$	**UNIT= (Define ı	ınit - day, hour, t	rip, etc)

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

TOTAL REVENUE*

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

Instructions:

- Column 1: Description of expenses by type.
- Columns 2-4: Totals of the direct costs entered for each section on pages 2 through 8. **Direct costs** are those that can be identified specifically to the service being proposed.
- Column 5: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.
- Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both Traditional and Therapeutic Foster Care and Residential Treatment and you are responding to a Request For Proposals (RFP) for Traditional and Therapeutic Foster Care, all costs associated with Residential Treatment would be entered under "Other Direct Serv".
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 2 - SECTION A - STAFF SALARIES

HCJFS Contract Budget Instructions

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

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

2

Instructions:

- Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as "Other Personnel".
- Column 2: Indicate the number of staff for the position title identified in Column 1.
- Column 3: Indicate the number of hours each staff will work each week for the proposed service.
- Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as "Other Personnel", you may enter the sum of the salaries.
- Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.
- Column 8: Enter the salary costs that are indirectly associated with the service being proposed.

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

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

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

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

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

Instructions:

- Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".
- Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.
- Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.
- Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

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

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

Instructions:

- Column 1: List all professional fees and contracted services.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

This section is used to enter costs for items that will be directly used or consumed in the proposed service. These items must be used or consumed within one (1) Consumable supplies that are more of a general supply used within your agency should be entered in the "Mgmt Indirect" column. Examples of some of these costs are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.).

Program supplies such as pamphlets, text books, and computer software directly related to the proposed service should be entered in this section as well.

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

Instructions:

- Column 1: List of consumable supplies by expense type. List any other consumable supplies separately under "Other".
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 4 - SECTION E – OCCUPANCY COSTS

This section is used to enter occupancy costs that will be associated with the proposed service. If your agency is renting the entire building and using all of the space for the proposed service, enter the total rental amount for the building. If your agency is renting the entire building and not using all of the space for the proposed service, the rental cost for the proposed service is calculated by multiplying the Cost per Square

Foot by the total Square Footage of the space used for the proposed service. The remaining rental cost should be entered under "Other Direct Ser".

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

EXPENSES BY PROGRAM SERVICES (Enter Name of Add'1 Proposed Service, if (Enter Name of Add'1 Proposed Service, if (Enter Name of Add'1 Proposed Service, if OTHER MGMT OTHER DIRECT TOTAL E. OCCUPANCY COSTS E E E EXPENSE SER EXPENSE EXPENSE B. OCCUPANCY COSTS E E E EXPENSE E EXPENSE VILL PER SQ. FT. SQ. FT. Image: Comparison of the second sec	(1)	(2)	(3)	(4)	(5)	(6)	(7)
2% OF ORIGINAL ACQUISITION COST	E. OCCUPANCY COSTS RENTAL @ PER SQ. FT.	Name of Proposed	Name of Add'1 Proposed Service, if	Name of Add'1 Proposed Service, if	-	DIRECT	
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER TELEPHONE							
HEAT & ELECTRICITY WATER TELEPHONE	MAINTENANCE & REPAIRS						
	HEAT & ELECTRICITY						
OTHER (SPECIEY)	TELEPHONE						
	OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS	TOTAL OCCUPANCY COSTS						

Instructions:

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

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

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

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

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

Other – List separately any other costs associated with occupancy.

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

- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 5 - SECTION F – TRAVEL COSTS

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

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

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

Instructions:

- Column 1: List of travel costs by expense type. List any other travel costs separately under, "Other".
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 5 - SECTION G – INSURANCE COSTS

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

(1) (2) (3) (4) (5) (6) (7)

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

- Column 1: List of insurance costs by expense type. List any other insurance costs separately under, "Other".
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 6 - SECTION H – EQUIPMENT COSTS

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

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

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

6

Column 1: List of equipment costs by expense type.

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

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

- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

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

New									(11)
or Used	Date of Purchase	Total Actual Cost	Salvage Value	Total To Depreciate	Useful Life	Chargeable Annual Depreciation	Percent Used By Service Proposed	Amount Charged to Service Proposed	Which Service Proposed
	<u>Used</u>	Used Purchase	Used Purchase Cost			Used Purchase Cost Value Depreciate Life Image:	UsedPurchaseCostValueDepreciateLifeDepreciationImage: Image:	UsedPurchaseCostValueDepreciateLifeDepreciationProposedImage: Image: Imag	UsedPurchaseCostValueDepreciateLifeDepreciationProposedProposedImage: Image: I

Column 1:	Enter item to be depreciated.
-----------	-------------------------------

- Column 2: Enter "N" for new equipment or "U" for used equipment.
- Column 3: Enter date of purchase.
- Column 4: Enter acquisition cost of item.
- Column 5: Enter salvage value.
- Column 6: Subtract value entered in Column 5 from the value entered in Column 4.
- Column 7: Enter useful life per IRS guidelines.
- Column 8: Divide value in Column 6 by value in Column 7.
- Column 9: Enter percent item will be used in the service proposed.
- Column 10: Multiply value in Column 8 by percent in Column 9.
- Column 11: Enter name of service proposed.

PAGE 8 – SECTION I - MISCELLANEOUS COSTS

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

(1) (2) (3) (4) (5) (6) (7)

EXPENSES BY PROGRAM SERVICES I. MISCELLANEOUS COSTS TOTAL MISCELLANEOUS COSTS	(Enter Name of Proposed Service)	(Enter Name of Add'1 Proposed Service, if needed)	(Enter Name of Add'1 Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL MISCELLANEOUS COSTS						
		8				

- Column 1: List miscellaneous costs separately.
- Columns 2-4: Enter the costs that are directly associated with the service proposed.
- Column 5: Enter the costs that are **indirectly** associated with the service proposed.
- Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 8 – SECTION J - PROFIT MARGIN

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

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

J. PROFIT MARGIN			
(For profit entities only- indicate the amount)			

8

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

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	(Enter Name of Proposed Service)	(Enter Name of Add'1 Proposed Service, if needed)	(Enter Name of Add'1 Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
	1	8	11			1

PAGE 9 – REVENUE BY PROGRAM SERVICES

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed separately (e.g. HCJFS, Butler County, etc.). "Fees From Clients" should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

Total revenues shown <u>MUST</u> equal or exceed the total expenses shown on Page 1 – Summary Page.

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

HCJFS Contract Budget Instructions

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

Instructions:

Column 1: List funding sources.

- Columns 2-4: Enter the revenues that are directly associated with the service proposed.
- Column 5: Enter revenue such rental of facilities, interest income, investment income, contributions, etc.
- Column 6: Enter all other revenues that are not associated with the service proposed.

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

PAGE 10 - RENEWAL YEAR ESTIMATED COST SHEET

Please estimate the total expenses and the unit rate by program for renewal years. These estimates will be used in helping HCJFS determine increases for the renewal years.

BCCS CONTRACT BUDGET HCJFS CONTRACT BUDGET

RENEWAL YEAR ESTIMATED COST SHEET

(1)

(2) (3)

(4)

PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			
		RENEWAL	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be
PROGRAM	RENEWAL YEAR 2 EXPENSE	YEAR 2 UNIT RATE	used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
PROGRAM 1	YEAR 2	UNIT	Provider may receive if HCJFS awards increases in
	YEAR 2	UNIT	Provider may receive if HCJFS awards increases in
PROGRAM 1	YEAR 2	UNIT	Provider may receive if HCJFS awards increases in
PROGRAM 1 PROGRAM 2	YEAR 2	UNIT	Provider may receive if HCJFS awards increases in
PROGRAM 1 PROGRAM 2 PROGRAM 3	YEAR 2	UNIT	Provider may receive if HCJFS awards increases in

- Column 1: Please list the program name (ie Traditional Foster Care, Therapeutic Foster Care Level 1, etc.)
- Columns 2 Please enter the estimated total expense for renewal year 1 by program. Further down under the second set of headings, please list the estimated total expenses for renewal year 2 by program.
- Column 3: Please enter the estimated unit rate for renewal year 1 by program. Further down under the second set of headings, please list the estimated unit rate for renewal year 2 by program.
- Column 4: Please write a detailed narrative of justifying the increased costs and unit rate.

Sample Budget

HCJFS CONTRACT SAMPLE BUDGET

(for reference purposes only)

AGENCY: Acme Foster Care

NAME OF CONTRACT PROGRAM: Traditional & Therapeutic Foster Care

BUDGET PREPARED FOR PERIOD

January 1, 2010 TO December 31, 2010

		Therapeutic			OTHER	TOTAL
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	DIRECT SER	EXPENSE
A. STAFF SALARIES	154,750.00	218,750.00	0.00	44,350.00	359,400.00	777,250.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	38,355.38	54,225.38	0.00	10,830.59	89,055.54	192,466.88
C. PROFESSIONAL & CONTRACTED SERVICES	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00
D. CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00
E. OCCUPANCY	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00
F. TRAVEL	29,625.00	29,625.00	0.00	0.00	23,250.00	82,500.00
G. INSURANCE	2,790.00	1,860.00	0.00	500.00	3,150.00	8,300.00
H. EQUIPMENT	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00
I. MISCELLANEOUS	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL OF EACH COLUMN	416,970.38	497,210.38	0.00	76,580.59	613,705.54	1,604,466.88
ALLOCATION OF MGT/INDIRECT COSTS	20,632.02	13,645.48		-45,484.94	11,207.44	0.00
TOTAL PROGRAM EXPENSES	437,602.40	510,855.86	0.00	31,095.65	624,912.98	1,604,466.88
ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED:	8,395.00	5,475.00		<u>UNIT</u> = 1 day		
TOTAL PROGRAM COST/TOTAL UNITS OF SERVICE = UNIT COST:	<u>\$52.13</u>	<u>\$93.31</u>				

TOTAL REVENUE	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00
	-				· · · · · ·	

A. STAFF SALARIES - Attach Extra Pages for Staff, i

			Annual	Traditional Foster	Therapeutic		MGMT	OTHER DIRECT	TOTAL
POSITION TITLE	# STAFF	HRS WK	Cost	Care	Foster Care 3		INDIRECT	SERVICE	EXPENSE
Program Director	1.00	40.0	56,000.00	14,000.00	14,000.00			28,000.00	56,000.00
Case Manager	10.00	400.0	320,000.00	128,000.00	192,000.00				320,000.00
Clerical Specialist	1.00	40.0	25,500.00	12,750.00	12,750.00				25,500.00
Clerical Specialist	1.00	40.0	25,500.00					25,500.00	25,500.00
Other Personnel			195,250.00					195,250.00	195,250.00
Executive Director	1.00	10.0	85,000.00				21,250.00	63,750.00	85,000.00
Human Resource Director	1.00	13.2	70,000.00				23,100.00	46,900.00	70,000.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
TOTAL SALARIES	15.00	543.2	777,250.00	154,750.00	218,750.00	0.00	44,350.00	359,400.00	777,250.00

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

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

1 Program Director - 25% allocated Traditional Foster Care; 25% allocated to Therapeutic Foster Care; remaining 50% allocated to other services

not associated with foster care.

1 Program Director -	25% allocated to Traditional Foster Care25% allocated to Therapeutic Foster Care 3
	50% allocated to other services not associated with foster care.
10 Case Managers	40% allocated to Traditional foster Care
	60% allocated to Therapeutic Foster Care 3
1 Clerical specialist	50% allocated to Traditional Foster Care
	50% allocated to Therapeutic Foster Care 3
1 Executive Director	25% allocated to Foster Care Program
1 Human Resource Director	33% allocated to Foster Care Program.

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SERVICES	TOTAL EXPENSE
B.PAYROLL TAXES						
FICA 7.65 %	11,838.38	16,734.38		3,392.78	27,494.10	59,459.63
WORKER'S COMP. 1.9%	2,940.25	4,156.25		842.65	6,828.60	14,767.75
UNEMPLOYMENT 2.3 %	983.25	1,397.25		120.06	2,260.44	4,761.00
BENEFITS						
RETIREMENT 1%	1,547.50	2,187.50		443.50	3,594.00	7,772.50
HOSPITAL CARE 13%	20,117.50	28,437.50		5,765.50	46,722.00	101,042.50
OTHER Life/Disability .6%	928.50	1,312.50		266.10	2,156.40	4,663.50
						0.00
TOTAL EMPLOYEE PAYROLL TAXES &						
BENEFITS	38,355.38	54,225.38	0.00	10,830.59	89,055.54	192,466.88

Employee Payroll Taxes & Benefits Narrative.

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

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

Professional Fees & Contracted Services Narrative

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

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE		900.00			4,500.00	5,400.00
CLEANING						0.00
PROGRAM	500.00	300.00			600.00	1,400.00
OTHER - Food					10,000.00	10,000.00
						0.00
						0.00
TOTAL CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00

Consumable Supplies Narrative

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

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

Occupancy Costs Narrative

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

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

Maintenance & Repairs expense is allocated by square footage of office space. This expense is futher allocated between Traditional Foster Care and

Therapeutic Foster Care 3 based upon the number of FTE's in each service.

Utilities are included in the rent.

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

Travel Costs Narrative

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

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

Insurance Costs Narrative

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

		Therapeutic			OTHER DIRECT	
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	TOTAL EXPENSE
H.EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, wh	ich are to be purchased					
						0.00
						0.00
						0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						0.00
						0.00
						0.00
						0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
Copiers	900.00	900.00			900.00	2,700.00
						0.00
						0.00
TOTAL LEASE COSTS	900.00	900.00	0.00	0.00	900.00	2,700.00
TOTAL COST DEPRECIATION OF LARGE						
EQUIPMENT ITEMS (detail on page 7)	1,000.00	1,000.00	0.00	0.00	1,000.00	3,000.00
TOTAL EQUIPMENT COSTS	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00

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

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

LARGE EQUIPMENT DEPRECIATION CO

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception

to the "individual equipment item" is for computer components which are purchased as a group, I.e. hard drive,

If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was full depreciated on the

agency's books prior to the beginning date of the contract may not be used as a bas

even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency

for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C.

		· •	l l		,			*PERCENT	AMOUNT	
			TOTAL							
			TOTAL				CHARGEABLE	USED BY	CHARGED TO	
		DATE OF	ACTUAL		TOTAL TO	USEFUL	ANNUAL	CONTRACT	CONTRACT	WHICH CONTRACTED
ITEM(S) TO BE DEPRECIATED	NEW OR USED	PURCHASE	COST	SALVAGE VALUE	DEPRECIATE	LIFE	DEPRECIATION	PROGRAM	PROGRAM	PROGRAM
Computer system	Ν	03/03/2008	15,000.00	0.00	15,000.00	5	3,000.00	100.00%	3,000.00	1/3 to Trad, TFC3, RT
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			15,000.00		15,000.00		3,000.00		3,000.00	

* Enter as a decimal.

		Therapeutic			OTHER DIRECT	TOTAL
EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Foster Care 3		MGMT INDIRECT	SER	EXPENSE
I.MISCELLANEOUS COSTS						
Postage	1,000.00	800.00			500.00	2,300.00
Dues/Subcriptions	2,000.00	1,000.00			1,000.00	4,000.00
Background checks	2,250.00	1,500.00			1,250.00	5,000.00
Recruitment	2,500.00	2,000.00			1,500.00	6,000.00
						0.00
TOTAL MISCELLANEOUS COSTS	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
J. PROFIT MARGIN (For profit entities only)						0.00
TOTAL OF ALL EXPENSES	416,970.38	497,210.38	0.00	76,580.59	613,705.54	1,604,466.88

Miscellaneous Costs Narrative.

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

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency.

Mgmt/Indirect Cost Narrative.

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

Profit Margin Narrative (for profit entities only).

Please type narrative here. N/A.

REVENUES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
Hamilton County Job & Family Services	375,000.00	455,000.00			620,000.00	1,450,000.00
Butler County Job & Family Services	58,000.00	51,000.00				109,000.00
						0.00
B.OTHER FUNDING						0.00
FEES FROM CLIENTS						0.00
CONTRIBUTIONS -						0.00
donations				6,000.00		6,000.00
endowment				23,000.00		23,000.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
Fundraising	5,000.00	5,000.00			7,000.00	17,000.00
TOTAL REVENUE	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00
Rovonuo Norrotivo						

Revenue Narrative

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

RENEWAL YEAR ESTIMATED COST SHEET

PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
Traditional Foster Care	\$435,383.12		Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable.
Therapeutic Foster Care 3	\$279,300.06		Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable.
PROGRAM 3 PROGRAM 4			

PROGRAM	RENEWAL YEAR 2 EXPENSE2	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
			Requesting a 3 percent increase. Salaries and contracted services are anticipated to increase 3 percent. In addition, an upgrade to computer equipment is needed that will increase costs by 3
Traditional Foster Care	\$448,444.61	\$53.43	percent. All other costs should increase by approximately the cost of living (2.5%).
			Requesting a 3 percent increase. Salaries and contracted services are anticipated to increase 3 percent. In addition, an upgrade to computer equipment is needed that will increase costs by 3
Therapeutic Foster Care 3	\$287,679.06	\$52.54	percent. All other costs should increase by approximately the cost of living (2.5%).
PROGRAM 3			
PROGRAM 4			

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 5/10)

I. Overview

The purpose of the Hamilton County Department of Job and Family Services (HCJFS) Provider Certification Process is to assess a service provider's 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. may be completed prior to contract signing. Section C. 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;
 - 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	Name of the Program Director for the contracted program/service if
different 22. Program Director's Phone #, if	different from the Executive Director.Phone number for the Program Director if different from the agency
different	or program phone numbers listed above in #9 and #14.
23. Program Director's E-Mail	E-mail address for the Program Director if different from the
Address	Agency Director.
24. Program Contact Person, if	Name of the program Contact Person if different from the Program
different	Director listed above in #20.
25. Program Contact Person's Phone	Phone number for the program Contact Person if different from the
number, if different	phone number for the Program Director listed above in #21.
26. Program Contact Person's E- Mail	E-mail address for the program contact person if different from the Program Director.
Address	

<u>Section B. Administrative Capacity</u> - This section must be completed prior to contract signing.

EXPLANATION
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.
 This information is used to determine the financial status of an agency. Things to look for are: 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. Do the attachments/exhibits indicate problems, recommendations, etc.? Does the audit management letter indicate a problem or areas that need improvement? Does the SAS61 indicate problems, concerns, etc.? 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. Were taxes filed timely? If not, why? Were extensions requests done timely? 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 The filing status is important because of filing and tax conditions which are unique to each category.

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 additional 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. 	 Copies of all the documents must be received prior to contract signing. 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
5.	Reviewed 3 of the last 12 months board minutes	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.

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?	 The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account. Determine how financial invoices will be filed. Is
	 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; 	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.
	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?	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.
7.	 When applicable, review 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 within the last 12 months. 	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.
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: private lot; municipal/public lot; on-street parking; client/staff pay to park. 	This section is to identify potential problems for the program area in client access of service.

9. Interior - Public Areas	Purchased services are to be provided in an
a. indicate general impression of appearance	appropriate setting and accessible to all referred
cleanliness, neatness, safety, etc.	clients. This area is subjective and open to
b. is facility handicapped accessible?	interpretation. The question to ask yourself is if
c. are bathrooms handicapped accessible?	you'd feel comfortable referring a client to this
d. does facility design ensure client	location. The fire department only issues a report
confidentiality?	when there are building safety issues. Ask to see any
e. is the facility adequate for our program?	negative safety report and, if any, ask for proof of
f. ask provider if a negative building safety report	compliance - repair invoices, etc. Calls can be made
has been issued by the fire department.	to the fire department if the status is in doubt.
10. Contract Management Plan - review provider's	The purpose of the plan is to ensure the provider is
written plan for contract management.	fully aware of the contractual obligations and has a
a. how will provider ensure integrity and	pro-active plan for managing the various contract
accuracy of the financial	components. At a minimum, the provider's written
system for reporting to	plan must address these seven (7) areas.
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?	

<u>Section C. Quality Assurance</u> - 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?
 Received copy of provider's QA/QI plan or activities. At a minimum, the following must be included: 	1. Does the agency have a Quality Improvement program?
 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 # 	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?
of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units;	3. Is there a client satisfaction mechanism in place?4. How are client contacts, referrals, service delivery measured and tracked?
 d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service 	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?
 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 	6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making?
consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan;	7. Grievance process available - easily accessible to clients? Process for tracking and reporting individual and aggregate data on grievances?
h. detailed written procedure for maintaining the security and confidentiality of client records.	8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues?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?

<u>Hamilton County Department of Job and Family Services</u> Provider Certification Document

<u>Section A.</u> <u>Program Identifying Information</u> - 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 Ca	pacity - This section n	nust be completed	prior to contract signing
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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</i>			
<i>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'al. insureds listed;			
Expiration Date:	1	I	

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 2 months of the contract?	
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	Date
		Rec'd.	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:sharedsv\contract\manual\certific Rev. 10-02)

ATTACHMENT E

Release of Personnel Records & Criminal Records Checks

JFS HAMILTON COUNTY JOB & FAMILY SERVICES

Employer Name:	
Employee Name:	
Employee Address:	

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORDS AND FINGERPRINT-BASED CHECKS

Ohio Revised Code Sections 2151.86 and 5153.111 require criminal records and fingerprint-based checks with respect to any person who is responsible for a child's care in out-of-home care. Hamilton County Department of Job and Family Services requires certain of those checks to be performed on an annual basis thereafter.

HCJFS, and its funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record and fingerprint-based checks.

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records and fingerprint-based checks. This authorization is valid from the Authorization Date until one year after the termination of the contract between HCJFS and Provider that requires such criminal records and/or fingerprint-based checks.

Signature: _____

Authorization Date: _____

ATTACHMENT F RFP Registration Form

REQUEST FOR PROPOSAL REGISTRATION FORM

RFP: SC01-23R, PREVENTION SERVICES <u>May, 2023</u>

All inquiries regarding this RFP are to be in writing and are to be e-mailed to:

Sandra Carson Hamilton County Job & Family Services

Email: <u>Hamil ContractServicesProcurementCarson@jfs.ohio.gov</u>

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 employee, county official, 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 the rejection of the Provider's Proposal. This includes 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 e-mailing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the RFP Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

The Organization Contact(s) for RFP Process is the only person who will be receiving correspondence for this RFP. They will be responsible for distributing to others at proposing organization.

DATE:	
COMPANY NAME:	
COMPANY FULL ADDRESS (including city, state, zip code):	
ORGANIZATION CONTACT(S) FOR RFP PROCESS:	
TELEPHONE NUMBER(S):	
EMAIL ADDRESS(ES):	
NUMBER OF PEOPLE ATTENDING RFP	
CONFERENCE:	
SIGNATURE:	

Registration helps ensure that Providers will receive any addenda to or correspondence regarding this RFP in a timely manner.

*RFP Registration Forms are due: on or before June 23, 2023, 12:00 p.m. est

Only Providers registering for the RFP will be considered for a contract. All other Providers will be disqualified.

Please e-mail this completed page to RFP Contact Person at Hamil ContractServicesProcurementCarson@jfs.ohio.gov

ATTACHMENT 1

Provider Qualifications and Program Description



HAMILTON COUNTY JOB & FAMILY SERVICES

RFP SC01-23R Provider Qualifications and Program Description Attachment #1



PROVIDER RESPONSE TO RFP ATTACHMENT #1

1. Overview of Organization

What year was the organization founded?

Is the Organization a 501 (c) (3)?

Is the Organization a LLC?

Does the organization have any of the following certifications?

MBE:	WBE:	VBE:	DOBE:	SBE:
Other:				

Is the organization owned or managed by a minority? If Yes, please indicate be checking below:

African American:	Latino:	Asian American:	Multi-Racial:
Woman:	Veteran:	Disability-owned:	Other:
Amount of funding requested up to \$100,000.00:		\$	

Does your organization currently receive referrals from HCJFS? If yes, for what programs?

Does your organization have current contract(s) with HCJFS? If yes, name of program(s).

Is the organization a Medicaid Provider?

2. Program Description

Program Name:

Program Location:

Program History:

Date program started:



Geographical Information

Provide the name of the neighborhood and the general boundaries or zip codes your program does currently serve.

Volume

How many clients do you serve annually?

How many clients will you serve annually with this funding?

Program Hours/Days in operation:

Transportation-Do you provide any assistance with transportation?

Target Population

Describe the target population your program will serve related to the Executive Summary and Scope provided. If you are currently serving a different population related to assisting children and families, please explain below.

- Age Range:
- Gender:
- Ethnicity:

Discuss any issues or challenges of the geographical area and target population: These issues might include poverty, racism, domestic violence, educational neglect, lack of recreational activities in the neighborhood, after school programming, gang activity, etc.



Program Activities

Please provide a description of the primary program activities. The description should include how your program addresses the issues or concerns you identified in the target population.

How will your program prioritize referrals from Hamilton County Job & Family Services?

If this is an evidence-based or evidenced-informed program, please provide a link to the website.



Tell us about any community collaborators or community support for the program. For example: grants or funding from other parties, volunteers, program space, promoting awareness of the program, program referrals, etc.

Describe the staff training program including cultural competence trainings as well as other trainings staff are required to take. How many hours of training are required and is it required annually, bi-annually, etc.?

Describe how you currently promote or plan to promote your program, including specific activities to promote program awareness and client engagement. Tell us about the referral sources for your program.

The party submitting this bid and signing below affirms that they are duly authorized to enter into an agreement or agreements, submit proposals/bids, negotiate proposals, sign contracts or modify contracts and terminate contracts in connection with Hamilton County Job & Family Services.

Authorized Signatory

Date

Title