



**REQUEST FOR PROPOSALS**

**FOR**

**RESIDENTIAL TREATMENT**

**SERVICES**

**RFP #SC04-16R**

**Issued by**

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

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(November, 2016)**

**RFP Conference: November 30, 2016, 1:30 p.m. – 3:30 p.m.**

**Location: Hamilton County Job & Family Services**

**222 East Central Parkway**

**6<sup>th</sup> Floor - Room 6SE601**

**Cincinnati, Ohio 45202**

**Deadline for Proposal Registration: December 7, 2016 no later than noon**

**Due Date for Proposal Submission: On or before January 6, 2017 no later than 11:00 a.m.**

## TABLE OF CONTENTS

<b>1.0</b>	<b>REQUIREMENTS &amp; SPECIFICATIONS .....</b>	<b>4</b>
1.1	Introduction & Purpose of the Request for Proposal .....	4
1.2	Scope of Service .....	5
1.2.1	Population.....	6
1.2.2	Service Components .....	8
1.3	Employee Qualifications .....	18
<b>2.0</b>	<b>PROVIDER PROPOSAL .....</b>	<b>20</b>
2.1	Cover Sheet .....	21
2.2	Service and Business Deliverables .....	21
2.2.1	Program Components .....	21
2.3	Budgets and Cost Considerations .....	25
2.4	Customer References .....	28
2.5	Personnel Qualifications .....	29
2.6	Financial Documentation.....	29
2.7	Declaration of Property Tax Delinquency .....	30
2.8	Proposal Documents .....	30
<b>3.0</b>	<b>PROPOSAL GUIDELINES.....</b>	<b>33</b>
3.1	Program Schedule .....	33
3.2	RFP Contact Person .....	33
3.3	Registration for the RFP Process .....	34
3.4	RFP Conference .....	34
3.5	Prohibited Contacts .....	35
3.6	Provider Disclosures .....	36
3.7	Provider Examination of the RFP .....	36
3.8	Addenda to RFP .....	37
3.9	Availability of Funds .....	37

<b>4.0 SUBMISSION OF PROPOSAL .....</b>	<b>38</b>
<b>4.1 Preparation of Proposal .....</b>	<b>38</b>
<b>4.2 Cost of Developing Proposal .....</b>	<b>38</b>
<b>4.3 False or Misleading Statements.....</b>	<b>38</b>
<b>4.4 Delivery of Proposals .....</b>	<b>38</b>
<b>4.5 Acceptance &amp; Rejection of Proposals.....</b>	<b>39</b>
<b>4.6 Evaluation &amp; Award of Contract .....</b>	<b>39</b>
<b>4.7 Proposal Selection.....</b>	<b>42</b>
<b>4.8 Post-Proposal Meeting .....</b>	<b>43</b>
<b>4.9 Public Records .....</b>	<b>43</b>
<b>4.10 Provider Certification.....</b>	<b>44</b>
<b>4.11 Public Record Requests Regarding This RFP.....</b>	<b>44</b>

<b>Attachment A</b>	<b>Cover Sheet</b>
<b>Attachment B</b>	<b>Contract Sample</b>
<b>Attachment C</b>	<b>Budget and Instructions</b>
<b>Attachment C-1</b>	<b>Sample Budget</b>
<b>Attachment D</b>	<b>Provider Certification</b>
<b>Attachment E</b>	<b>Declaration of Property Tax Delinquency</b>
<b>Attachment F</b>	<b>Release of Personnel Records &amp; Criminal Records Checks</b>
<b>Attachment G</b>	<b>RFP Registration Form</b>
<b>Attachment H</b>	<b>Levels of Care</b>
<b>Attachment I</b>	<b>Residential Treatment Service Grid</b>
<b>Attachment J</b>	<b>SORC Performance Outcomes Measures</b>

# **REQUEST FOR PROPOSAL (RFP) FOR RESIDENTIAL TREATMENT 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 & SPECIFICATIONS**

### **1.1 Introduction & Purpose of the Request for Proposal**

The Hamilton County Department of Job & Family Services (HCJFS) is seeking proposals for the purchase of Residential Treatment Services for youth who it has been determined a residential setting is appropriate. Submitting a proposal to this RFP which meets the minimum requirements of the Stage 1 review process will allow other counties in the State of Ohio the opportunity to execute residential treatment service contracts, so long as the Provider and County jointly agree to enter into a Contract. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award Contracts for these services to several different Providers and to award Contracts for all or any of portion of the of the services requested herein. The Contract(s) shall be for an initial term of one (1) year ("Initial Term") with three (3) one (1) year renewal options ("Optional Renewal Terms") at the sole discretion of HCJFS.

If at any time during the Initial Term or any Optional Renewal Term, HCJFS determines that service capacity needs to be expanded 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 a 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 90 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 Scope of Service**

Hamilton County is engaged in a participatory planning effort to improve local capacity within a continuum of residential treatment services. As part of that effort, we seek service Providers who reinforce the value of serving youth within their community in a well-coordinated system of care which is seamless for youth and their families, culturally competent, standardized in terms of multi-disciplinary assessment, outcome driven, cost effective, and collaborative in building upon partnerships with providers and funders in sustaining quality services.

We are seeking organizations to provide Residential Treatment services for the child welfare population of Hamilton County who meet Level of Care (LOC) criteria, Attachment H, for a continuum of these settings.

In addition, Hamilton County is seeking service Providers who are able to increase stability and functional capacity for youth, achieve academic gains, engage families in treatment and reduce the length of time a youth spends in care and enhance reunification and permanency options for youth. Service elements may include a range of supportive services such as crisis stabilization, staff secure, locked facility, accredited education, pharmacological and transitional services. Services are tailored to the individual needs of the child and family. Therapeutic services will encompass evidenced-based, trauma-focused practices with an emphasis on youth and families who have experienced trauma. Education, physical, emotional and social health are promoted and incorporated into all aspects of treatment and support planning. Providers will have the ability to provide ancillary services to preserve or maintain successful placement stability including, but not limited to, individual aid and transitional services.

Residential services are targeted to latency age youth and adolescents who have intensive behavioral, emotional and learning challenges. Youth are in crisis and cannot be maintained safely in a community or family-setting. The goal is to stabilize the youth while providing necessary services and supports so the youth may return to his community and family.

Youth will be discharged with improved ability to function in school, community and family settings. In a small number of cases, youth will transition into independent living settings or adult services through mental health or DD organizations. Provider will work cooperatively with treatment teams to achieve goals identified for discharge.

HCJFS' goal is to work with Providers who are able to meet the entire continuum of services.

### **1.2.1 Population**

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease or remain the same. The number of youth who require residential treatment placements vary from month-to-month.

In 2015, there was an average of 75-100 youth placed in residential care at any point and time. Of this population, youth ranged in age between 5-20 years. Youth between the ages of 13-17 years represent the largest percentage of the residential population. Of those youth served:

#### Numbers by type of placement:

- A. An average of 7 youth per month were served in crisis stabilization settings;
- B. An average of 30 youth per month were served in staff secure/open residential treatment settings; and
- C. An average of 41 youth per month were served in locked residential treatment settings.

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

All of the youth suffer from some form of trauma in addition to emotional, psychological, behavioral and learning challenges. Some national estimates indicate approximately 90% of youth in placement have an identifiable mental health or behavioral health issue.

These youth are at greater risk of being placed out of county because local, community-based services have not been able to effectively engage families and address specific treatment needs. Therefore, these youth are at a greater short-term risk for negative effects from trauma exposure, including unstable placements, increased lengths of stay, poor overall educational, social, health and financial outcomes.

Programs incorporating evidence-based, trauma-informed treatment models are needed. Programs must demonstrate their ability to actively engage youth and family in all aspects of decision-making and planning.

Provider will employ and retain professionals who are trained and competent to respond to youth who have high exposure to trauma. Provider must value and instill the importance and urgency for legal permanence for youth in care that includes reunification, guardianship and adoption.

It is expected Providers will have the ability to provide services at the level of care purchased. Residential facilities should utilize community partnerships and resources to support program delivery.

### 1.2.2 Service Components

Services will be individualized and capitalize on the strengths of the youth and family. The following service components shall be available to youth residing in residential treatment: **(this section is for information purposes only. You do not need to address this section in your proposal)**

1. Substitute Care - Provider shall make placement based on the facility's ability to meet the needs of the youth and the level of care as identified by the PCSA.
2. Referral Response Time - Respond within 1 business day to communicate the referral has been received and is being reviewed for acceptance, denied for services or more information is needed.
3. Housing and Supervision – Shared housing within a community setting in accordance with OAC and local requirements:
  - A. No more than four youth per bedroom. Preference is no more than 2 youth per room. All youth who share a bedroom must be within 2 years of age of each other with consideration of vulnerability and self-protection skills. Exceptions must be approved.
  - B. Each youth shall be provided with a bed of his/her own, appropriate bedding and a dresser or chest of drawers for clothes and personal items.
  - C. 24 hour awake supervision must be provided. Individual supervision shall occur in accordance with OAC as such that child care staff shall provide supervision within sight or sound of the child pursuant to the level of supervision specified in the child's service plan.
  - D. Must include a ratio of not more than five (5) youth to one (1) staff during peak hours. Peak hours shall be defined as 3:00 p.m. to 11:00 p.m. on school days and 8:00 a.m. to 11:00 p.m. on non-school days; Provider will have an identified supervisor on site or on-call at all times. Staffing levels should support ability for all youth to participate to the fullest extent in planned visitation, services, social, medical, court, school and recreational activities.



4. Housing/Structural Conditions – structures associated with all residential living arrangements are to be maintained in a safe state of repair and in accordance with all ODJFS, ODMH, DD requirements or equivalent state of residence requirements. Maintain staff secure, locked and self-contained housing settings which adhere to ODJFS state regulated requirements. Immediate notification is required if the facility becomes inhabitable.  
  
Residential facilities should encompass a home-like environment with comfortable furnishings, window coverings, individualized youth décor (wall decorations, art, bedding and study areas).
5. Basic needs - Provider shall meet all basic needs for safety, food, clothing, shelter, emotional, and developmental needs, and supports the gender/sexual identity the youth most identifies. Meals are provided in accordance to a child's developmental, growth and health needs, and meets federal nutrition guidelines. Healthy snacks are to be available for youth in-between regularly scheduled meal times. Clothing is seasonally appropriate, laundered regularly, in good condition and replaced as necessary to accommodate wear, growth, weight, and age. Provider shall purchase required school and work materials and uniforms. Age and developmentally appropriate personal care items are provided at no cost to the child. This includes such items as hygiene, body soap, shampoo, clean towels, hair care products, shaving items, lotions, deodorant, etc. Gender and sexual identification need is met by supporting, addressing or referencing a youth by the gender or sexual identity they most identify without regard to staff's personal beliefs.
6. Independent Living Skill Development - All children will have appropriate support and guidance to be productive and successful adults. Incorporate and include independent living skills training into youth's treatment and daily living. For youth 14 years and older, utilize the independent living skills assessment and planning in accordance with OAC. Providers shall incorporate the assessment outcomes into service planning and curriculum and provide the opportunity for youth to develop independent living skills, including but not limited to:
  - A. Personal care- hygiene, appearance, etc.;

- B. Household management- food/nutrition, clothing care, household chores, etc.;
  - C. Budgeting-money management, housing, transportation;
  - D. Employment skills- job, careers and work habits;
  - E. Community Resources- knowledge and access;
  - F. Safety and personal relationships- including development of positive psychosocial skills- relationship building, parenting, sexuality, self-image, communication, response to authority and conflict resolution;
  - G. Health-ensuring health and medical issues are addressed, establishing a primary care physician; and
  - H. Education skills – basic education, high school graduation, vocational training, college tours, preparation for higher learning opportunities whenever possible, and preparation for state OGT testing (when appropriate seek support services in the community to assist in this area). Assist in completing FAFSA, ETV and other applications for financial assistance when necessary.
7. Transportation – To be offered at no additional cost for medical and behavioral health appointments, court, school (unless otherwise provided by the school district), youth employment, therapy appointments, youth and family team meetings, recreational activities, home visits and family visitations (supervised visits, sibling visits, etc.), independent living skills training, adoption readiness groups, educational or mentoring programs, and other services associated with case plan goal attainment. Any person transporting a child shall have a current, valid driver's license with less than 6 points from violations, provide safety restraints according to Ohio, safe vehicle, and have current insurance (as further detailed within the sample contract, Attachment B to this RFP).
8. Education Services – Educational services shall include advocacy, monitoring, tutoring, record-keeping, enrollment, transitional planning support, collaboration and cooperation with efforts to promote school stability and success. Additionally, Provider will ensure school attendance, and provide ongoing communication and information related to child's progress and needs to the HCJFS caseworker.

Provider shall work cooperatively with the caseworker to ensure that youth receives necessary educational supports and services. Providers will routinely participate in meetings to assess youth's progress with and develop IEP's and educational planning for the child. Provider shall actively engage the youth in pursuit of academic and learning interests, college and other vocational planning beyond high school.

9. Computers and Internet Access - Shall be available for youth to use for education, social access and employment needs on site. All internet use should be monitored appropriately by staff.
10. Visitation and Communication – Support flexible visitation and permanency plans that are tailored to the youth and family, in the least restrictive setting and are the most likely to enhance permanency outcomes. Provider will not restrict visitation for reasons of punishment to the youth.
11. Licensure – Residential Treatment Providers must maintain appropriate licensure in good standing from Ohio Department of Job & Family Services (ODJFS), Ohio Department of Mental Health (ODMH), Ohio Department of Medicaid (ODM), or Ohio Department of Developmental Disabilities (ODODD) at all times, or equivalent licensure in state of residence. Provider must notify the county immediately, within 24, hours of all changes in licensing or certification.
12. Staff Training and Development– All staff will receive formal training related to trauma that will result in the Provider's ability to better manage youth leading to better outcomes, including placement stability, functional stability and decreased disruptions within 1 year of hire. All staff will receive formal training related to the goals, laws and roles of the child welfare system within 6 months of hire. Additionally, staff are to be educated on the importance of meeting the needs of LGBTQ youth and to address youth as the gender or sexual identity they most identify with and without regard to personal beliefs, bias, etc.

Staff are trained to adequately report any major unusual incidents, allegations of abuse/neglect of any kind, and other grievance processes to ensure multiple methods for reporting and investigating any claim of maltreatment or safety issue that a youth or family member reports to staff or other stakeholders. Such policies may be reviewed and monitored by HCJFS upon request or as part of any program or audit review. Employees must complete all needed training prior to unsupervised contact with youth.

13. Case Management - activities performed for the purpose of providing, recording and supervising services to youth and their parents, guardians, custodians, caretakers, or substitute caregivers. Case management is responsible for:

- A. Coordinating interdisciplinary care services (i.e. clinical treatment, behavior management, education, health, nutrition, medication management, mental health, recovery, social and recreational services, life skills etc.);
- B. Developing, in collaboration with the youth and treatment teams, plans of care to meet each youth's needs and are most likely to reduce the time a youth spends in care and increase the likelihood of permanency; adjusting plans accordingly.

Treatment team meetings must be held quarterly by the provider to assess and adjust plans of care. Caseworker, GAL, youth, family and other identified supports will participate as appropriate;

- C. Development of well defined, attainable, individual treatment goals that emphasize safety, permanency and well-being and are aligned with the youth's case plan goals;
- D. Identifying expected outcomes and guiding the youth and family towards these outcomes;
- E. Coordinating, monitoring and evaluating services required to meet youth's needs; and
- F. CPST will be utilized to support youth's acclimation and return to his/her community.
- G. Complete HCJFS paperwork as requested.

14. Legal – Provider will participate in court appearances and testimony, and provide reports to the court; Provider will attend court review hearings, semi-annual reviews (SAR) and youth should attend court hearings as permitted by their age, maturity, willingness and schedule.
15. Monthly Progress Reports – Monthly progress reports will include well documented contact with youth, family, Provider and other professionals involved with the youth. Overall assessment of youth's progress, interventions utilized, youth's ongoing adjustment to placement, safety and well-being, recreational and social activities, family or sibling visits, and efforts and activities geared toward permanency and discharge planning. Provider will record and submit this information on the Southwest Ohio Regional Collaborative (SORC) form.
16. Recreational and Social Activities – Youth are actively encouraged and engaged routinely in age appropriate play, social and recreational activities designed to enhance self-esteem, physical health, mental health and social wellness. Activities are age appropriate and consider the interests, strengths, talents and needs of the youth.  
  
In addition, the residential facility must provide an array of regularly structured, scheduled, supervised recreation and social activity for the youth. Schedule of activities during the school year and the summer shall be posted and made available to HCJFS at placement.
17. Crisis Stabilization and Support Planning– Access to an array of supports and services designed to reduce acute symptoms or behaviors and to reduce the incidence of service disruption or hospitalization and increase the likelihood of positive treatment outcomes. These may include service continuums housed within the program or time limited individual aid services. Care, supervision, and discipline are provided excluding prohibited mechanical, prone and chemical restraint. This is applicable to all providers regardless of geographic location and licensure.

Crisis plans will be developed within 14 days of placement and include the youth and the youth's treatment team. Plans are a well-documented, individual crisis plan for each youth, and is shared and explained to the youth and all staff charged with caring for the youth. Plans will be established to respond to the needs of the youth and reduce the incidence of hospitalizations, arrests, AWOLs or aggressive behaviors and will promote a positive outcome for the youth. Plans may not rely exclusively on police or hospital interventions. The custodial agency and all team members must approve the established plan.

18. Counseling and Medical Somatic Services – On-site, individual, group and family therapy through Master level or Doctorate level qualified clinician. Psychiatric medication services through licensed physician/psychiatrist. Provision of demonstrated, evidence-based practices such as Trauma-Focused Cognitive Behavioral Therapy. Medical administration and monitoring shall be in compliance with the requirements of ODJFS, ODMH, ODM, including, but not limited to: administration by adults, record-keeping, etc. Children and families are provided consistency and continuity in therapeutic relationships whenever desired and feasible.
19. Limited English Proficiency – Interpreter services available for youth or family with Limited English Proficiency.
20. Criminal Background Checks - All Provider's employees, including volunteers, must submit to a BCII/ FBI check and be cleared for all offenses as described in OAC 5151:2-5-09. Provider warrants and represents it will comply with ORC 2151.86, and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport youth.

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), Federal Bureau of Investigation (FBI) and obtain a criminal record transcript from the local Police Department or the appropriate County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall not assign any individual to work with or transport a youth until a BCII/ FBI report and a criminal records transcript has been obtained.

A BCII/FBI report must be dated within six (6) months of the date an employee or volunteer is hired.

An annual record transcript will be obtained from the local Police Department or appropriate County Sheriff's Office. In addition, all employees, volunteers and interns who provide direct care to children, must obtain a criminal check report from BCII/FBI every two (2) years.

21. Quality Improvement (QI) Outcomes - Outcomes are utilized to inform agencies of quality improvement initiatives and service effectiveness. Annual reports are to be made available to HCJFS and include outcomes related to:
  - A. Clinical services and effectiveness of treatment;
  - B. Academic stability and success;
  - C. Stability of placement;
  - D. Discharge data;
  - E. Incidence of abuse/neglect;
  - F. Incidents of AWOL's and arrests;
  - G. Youth and family satisfaction; and
  - H. Staff development training including evidence based practices.
22. Health Care- all youth are to be provided with timely, routine and specialized medical and dental care in accordance with Ohio Administrative Code;
23. Discharge and Transition Planning and Activities- Discharge and transition planning will be initiated at a youth's intake in collaboration with youth, guardian, BCCS /HCJFS case work staff and identified unification persons, and is to be monitored every 30 days thereafter. Provider shall make available reasonable services to protect youth/others and assist agency with the discharge and transition process. Discharge and transition planning will include time frames and recommendations for step down services and accompanying discharge reports and summaries including:

*Prior to Discharge and Transition:*

- A. Provider shall coordinate a treatment team meeting 60 to 90 days prior to youth's discharge. The meeting will include the youth as appropriate, custodial agency staff, provider staff, foster parent, CASA or GAL, parent, relative, adoptive parent and behavioral health or other relevant service providers.

The purpose of the meeting is to develop a comprehensive assessment and plan for a youth's transition;

- B. Provider shall ensure an updated DAF (diagnostic assessment) or psychological report for any child receiving behavioral health services;
- C. Provider shall work cooperatively with the youth's team to coordinate all necessary transitional services such as living arrangements, healthcare, independent living, education, medication, community support, behavioral health, visitation/ pre-placement visits and after care services.

Provider shall extend service provision for healthcare, education, treatment and community support to facilitate continuity of care for the child and family;

- D. Provider shall provide all school records including IEP, ETR, report cards and other relevant school documents. Provider will participate in all aspects of educational planning on behalf of the youth;
- E. Provider shall provide updated health and medical records; and
- F. Provider shall provide employment/vocational plan as appropriate to age and ability of youth.

*Post Discharge and Transition:*

- A. Provider shall prepare and submit a discharge summary report within 90 days of a youth's discharge;
- B. At the day of discharge, provider shall provide 30 days of medication, with a prescription for 30 days or follow up appointment for medication;
- C. Provider shall update all life book materials and provide to the custodial agency within 30 days of discharge; and.



- D. At the day of discharge, Provider shall release all of the youth's personal belongings and ensure the youth transitions with a 14 day supply of clothing that is appropriately sized, seasonally appropriate and in good repair.
24. Child and Family Engagement Activities – including but not limited to:
- A. Child and family's participation and input into all aspects of planning, including placement, treatment, education, healthcare, social, independent living and discharge planning;
  - B. Routine and ongoing communication between Provider, birth family and professional staff as it pertains to daily care, visitation, treatment and permanency planning;
  - C. Family visits within the facility whenever feasible and in the best interest of the child and family; and
  - D. Family participation in child's day-to-day living activities such as school, healthcare and recreation services.
25. Life Books - Provider shall gather and provide all pertinent information critical to updating and informing a youth's Life Book. All items should be provided to HCJFS annually, as requested or in the event of a placement change/discharge. Pertinent data includes all information outlined in OAC 5101:2-7-04; report cards, diplomas, certificates of achievement or merit, and medical information. In addition to these, Provider shall also include information pertaining to a youth's development and other accomplishments (learned to ride a bike, swim), likes and dislikes (favorite) food, activity, sports, hobbies, what the youth finds funny, positive descriptions of the youth, family activities, friends, photos and anecdotes or stories about the youth.
26. Emancipation and Permanency Planning - Provider shall work cooperatively with the youth, family and HCJFS to facilitate and to promote positive permanency outcomes for youth that include reunification, guardianship or adoption. Emancipation plans with youth promote positive, long term connections and relationships that can exist for the youth once they exit care.

### 1.3 Employee Qualifications

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

1. **Work History:** All employees who are assigned to this Contract with HCJFS' customers shall have information on job applications verified. Verification shall include references and work history information.
2. **Criminal Record Check:** Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport 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 Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

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

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

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

## 2.0 PROVIDER PROPOSAL

It is required all proposals be submitted in the format as described in this section.

### A. Hardcopy Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Each submission must have one signed original proposal and ten (10) copies.
- One of the ten (10) copies must be submitted as single-sided.
- Each proposal must be written in twelve (12) point font.

### B. Electronic Requirements

- Budget in unlocked Excel format.
- Original proposal on a CD or flash drive in a pdf format and the pages must be numbered from 1 - 300.

### C. 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 2.2 - Service and Business Deliverables:
  - Section 2.2.1 – Program Components
- Section 2.3 – Budgets and Cost Considerations
- Section 2.4 - Customer References
- Section 2.5 - Personnel Qualifications
- Section 2.6 Reserved
- Section 2.7 Declaration of Property Tax Delinquency
- Section 2.8 Original Proposal Documents

## **2.1 Cover Sheet**

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Years 1, 2, 3 and 4. These Unit Rate(s) must be supported by the Budget.

## **2.2 Service and Business Deliverables**

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Provider must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.8.B System and Fiscal Administration Components:

### **2.2.1 Program Components**

**(This is where you should answer the questions in narrative format)**

#### A. Clinical Program Components

1. Describe your ability to treat youth with the following:
  - A. Histories of trauma who have experienced emotional, sexual or physical abuse, death of caregivers and/or chronic exposure to violence;
  - B. Youth with complex treatment needs and co-existing conditions such as mental illness, developmental disabilities, substance abuse, and mental health; and
  - C. Youth with violent behaviors.
2. Describe what interventions will be utilized to support a youth through crisis in a safe manner.

3. Describe the types of restraints or restrictive measures which will be utilized.
4. List which circumstances would warrant restraint or restrictive measures.
5. Describe how your treatment approaches and service interventions will be flexible and individualized ensuring youth will progress to their best ability.
6. Describe how your organization will support, protect and advocate for youths' gender and/or sexual identities.
7. Describe evidenced-based practices you currently provide and how they benefit outcomes for youth.
8. Provide an example how your organization ensures discharge and transition planning result in positive transitions and outcomes for children. Give an example of a discharge plan.
9. Discuss specifically how you will engage families and other supportive adults in treatment and planning.
10. How will your organization ensure a holistic approach to treatment that addresses physical, social, educational and emotional well-being?

#### EDUCATION COMPONENTS:

1. Describe in detail the educational components of your program, staff, credentials and curriculum.
2. How do you ensure you provide diligent assessment and curriculum for youth related to their educational needs?
3. How will you ensure youth achieve maximum educational instruction tailored to their individual needs?
4. How will you ensure successful transfer of credits, IEP information, successful educational and academic gains upon discharge?

**B. Licensure, Administration and Training**

1. Identify any actions against your organization through ODJFS, ODMH or any other licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, list outcome of any action that resulted in a revocation.
2. Describe how your organization will ensure youth are safe in your residential treatment facility.
3. Is your organization Medicaid certified? If yes, for what services? If no, is your organization willing to obtain Medicaid certification?
4. Is your organization IV-E approved? If not, is your organization willing to become IV-E approved?
5. Describe your organization's policy to report any major unusual incidents and/or allegations of abuse or neglect.
6. Describe your staff-to-youth ratio during peak hours (3:00 p.m. to 11:00 p.m. on school days) and non-peak hours (8:00 a.m. to 11:00 p.m. on non-school days).
7. Describe how your organization will respond to timely referrals.
8. Provide a description of your organization's employee screening and clearance policy.
9. Describe training, supervision, and support provided to direct care staff (as described in Section 1.2.2 #12 – Staff training and development).
10. Detail your experience, expertise and competency in providing trauma-informed care.
11. Describe how Provider will ensure residential living arrangement structures are maintained in a safe state of repair and in accordance with ODJFS requirements.
12. Submit recent photographs of your facility that include inside and outside common areas, bedrooms, restroom facilities, classroom areas, recreation equipment, time-out areas, quiet rooms, vehicles, etc.

### C. Child Welfare/Program Outcome Components

1. Detail how your organization will ensure youth continue to remain connected to family, school and community while residing in a residential setting.
2. Describe how your organization will support and ensure visitation occurs according to the youth and families' needs, and is flexible and in the least restrictive setting, to be provided on-site or in the community. How will you ensure children have optimal opportunities to participate in visitation with family and other significant persons? Include your visitation policy.
3. How will your organization work with HCJFS to provide services and supports that will lead to reduced length of time in care and results in reunification with family, kin, guardianship, adoption, or other permanent connections for youth?
4. Describe how your organization will ensure families, dedicated adults and youth are involved and incorporated into all aspects of treatment planning, ongoing treatment and discharge planning.
5. Describe how your organization will use community resources and supports as a part of treatment planning and in support of the continuity of care with existing services or services that can continue post discharge.
6. Provide the following information for the last 12 months of service delivery:
  - A. average length of stay;
  - B. average age of youth at admission and discharge;
  - C. number of youth served and where youth were discharged (family, foster, group, adoption, emancipation, disruption to higher level of care or lateral);
  - D. number of youth who were discharged to prison or DYS settings;
  - E. number of disruptions and reason for disruption;
  - F. recidivism statistics;
  - G. number of critical incidents with breakdown of type of incident such as elopement, or seclusion and restraint, arrest and hospitalizations; and



- H. numbers of youth served annually and what percent were promoted to the next grade level, number who graduated, number who obtained GED, number who were not promoted and/or who did not graduate, but were eligible to do so during the course of their admission.
7. Describe how your organization will assess and prepare youth age 16 and older for independent living and emancipation planning. How will you incorporate IL needs into treatment planning for youth?
  8. Describe how your organization will ensure all youth receive timely routine and specialized medical and dental care in accordance with OAC.
  9. Describe your service continuum or capacity to support and serve children post discharge.
  10. Describe how your organization will ensure children are transported to court visits, medical appointments and all other activities that may occur outside your facility.

## **2.3 Budgets and Cost Considerations**

- A. HCJFS anticipates services will begin approximately July 1, 2017. Provider must submit a Budget and a calculation of the Unit Rate 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, 2 and 3, you 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 Unit Rates must be submitted in the form provided as Attachment C. Contracts will be written for the initial term of one (1) year with three (3) one year options for renewal.

### **Set Rate Ancillary Services:**

1. \$00.00 per diem for Baby Rate Unit of Service performed by Provider; and

2. \$00.00 per hour for Individual Aid Unit of Service performed by Provider.

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

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to, but not limited by, the following:
  1. Case management;
  2. Transportation; and
  3. Other direct services needed to accurately calculate the cost of a unit of Service (the "Unit Rate"), e.g. insurance, respite care), administration.

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

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

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

- E. For the purposes of this RFP, “unallowable” program costs (detailed list is located in 2 CFR Part 200 Subpart E) include:
1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
  2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
  3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
  4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
  5. entertainment costs for amusements, social activities and related costs for staff only;
  6. costs of alcoholic beverages;
  7. goods or services for personal use;
  8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
  9. gains and losses on disposition or impairment of depreciable or capital assets;
  10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
  11. costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in OAC 5101:2-47-25(n);
  12. losses on other Contracts’;
  13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
  14. costs related to legal and other proceedings;
  15. goodwill;
  16. asset valuations resulting from business combinations;
  17. legislative lobbying costs;
  18. cost of organized fund raising;

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

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

## **2.4 Customer References**

Provider must submit at least three (3) 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 three (3) 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 clinical and business personnel who will be working with the program. These positions are Agency Director, CFO, Clinical Director and 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 Declaration of Property Tax Delinquency**

After award of a Contract, and prior to the time a Contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as a part thereof.

## **2.8 Proposal Documents**

The following items are to be attached only to the original proposal:

### **Ownership, Annual Report, and Licensure**

- 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 - A copy of appropriate licensure from ODJFS, ODMH 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.

The following items are to be attached to the original proposal and all copies:

**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 - 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**

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 the HCJFS Contract Specialist, 222 E. Central Parkway Cincinnati, Ohio 45202 and the Hamilton County Risk Manager, Room 707, 138 East Court Street Cincinnati, OH 45202 Fax: 513-946-4720.

- G. Job Descriptions - For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, Case Managers and Case Management Supervisors. (Tailor these to meet the needs of services being purchased).
- H. If needed: Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality. 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- 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	November 22, 2016
RFP Conference	November 30, 2016 1:30 – 3:30 p.m.
Deadline for Receiving Final RFP Questions	December 7, 2016, noon
Deadline for Issuing Final RFP Answers	December 16, 2016
Deadline for Registering for the RFP Process	December 7, 2016, noon
Deadline for Proposals Received by RFP Contact Person	January 6, 2017 no later than 11:00 a.m.
Oral Presentation/Site Visits – if needed	Week of January 30, 2017
Anticipated Proposal Review Completed	Week of January 30, 2017
Anticipated Start Date	July 1, 2017

#### 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  
 Carsos01 @jfs.hamilton-co.org  
 Fax: (513) 946-2384

### **3.3 Registration for the RFP Process**

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS DECEMBER 7, 2016 BY NOON.** All interested Providers must complete Registration Form (see Attachment G) and fax or e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's fax number is (513) 946-2384, and their e-mail address is carsos01@jfs.hamilton-co.org.

### **3.4 RFP Conference**

The RFP Conference will take place at **HCJFS, 222 E. Central Parkway, Cincinnati, Ohio 45202, 6th Floor, Room 6SE601, on November 30, 2016, 1:30 p.m. – 3:30 p.m.** All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being mailed, faxed or e-mailed are to be sent only to the RFP Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after December 7, 2016 no later than noon. The final responses will be faxed or e-mailed no later than December 16, 2016 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;
- 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 December 7, 2016, 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**

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

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than December 7, 2016, 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 fax or e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to December 7, 2016, 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 fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to <http://www.hcifs.hamilton-co.org>

### **3.9 Availability of Funds**

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

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

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

## 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. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

### 4.2 Cost of Developing Proposal

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

### 4.3 False or Misleading Statements

If, in the opinion of HCJFS, 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 received by the RFP Contact Person, Sandra Carson at 222 E. Central Pkwy, 3<sup>rd</sup> Floor, Cincinnati, OH 45202 on or before January 6, 2017 no later than 11:00 a.m. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, facsimile, or telephone proposals will be accepted.

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

#### **4.5 Acceptance and Rejection of Proposals**

HCJFS reserves the right to:

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

The recommendation of HCJFS staff and the 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 by the deadline listed in Section 3.1 Program Schedule will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected. Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP
- B. Timely Submission – The proposal is received at HCJFS, 222 E. Central Pkwy., 3<sup>rd</sup> Floor, Cincinnati, OH 45202 on or before January 6, 2017 no later than 11:00 a.m. and according to instructions.

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

- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Completed Budgets, Section 2.3;
- F. Responses to System and Fiscal Administration Components, Section 2.8-B

## **Stage 2. Evaluation Committee Review**

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

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 may be conducted for 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 2.2.1 Questions, 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.B 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 2.2.1 Questions, 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.B 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 be addressed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

## 4.9 Public Records

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 placed in a sealed envelope;
2. Must have the basis for non-disclosure status stamped or written in the upper right hand 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 stamped in the corner of Page 6;
- Page 6 would be placed in an envelope; and

- The envelope is stamped as containing a “Trade Secret” is placed after page 5.

**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

## Cover Sheet for Residential Treatment Proposals (includes checklist)

**ATTACHMENT A**  
**Cover Sheet for Residential Treatment Proposals**  
**Bid No: RFP #SC04-16R**

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

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

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

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

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

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

**Person(s) authorized to negotiate with HCJFS:**

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

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

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

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

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

Service/Year	Proposed Unit Rate	IV-E Admin Ceiling	IV-E Maintenance Ceiling	For years 2, 3 and 4 only, please list % increase from previous year
RL 1 (Open/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 1 (Locked/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 2 (Open/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 2 (Locked/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 3 (Open/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 3 (Locked/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
CSAIR (Crisis Stabilization)/ Year 1				
RL 1 Air/Year 2				
RL 1 Air/Year 3				
RL 1 Air Year 4				
Individual Aid/Year 1				
Individual Aid/Year 2				
Individual Aid/Year 3				
Individual Aid/Year 4				
***Other/Year 1				
***Other/Year 2				
***Other/Year 3				
***Other/Year 4				

**\*\*\* If you intend to bid for “Other” ancillary services your agency may provide to assist with keeping a child in placement, a brief service description must be included in the proposed services section of the RFP and the budget.**

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

\_\_\_\_\_  
Signature - Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



### RFP Submission Checklist

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

<b>Action Required</b>	<b>RFP Section</b>	<b>Included</b>
Did you register for the RFP process by December 16, 2016?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before January 6, 2017?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Initial Term on the Cover Sheet?	2.1	
Did you include the Rate for the First, Second and Third Renewal Terms on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.8	

# ATTACHMENT B

## Contract Sample

Contract # \_\_\_\_\_

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

This Contract is entered into on \_\_\_\_\_ between the Board of County Commissioners, Hamilton County, Ohio (County) on behalf of the Hamilton County Department of Job & Family Services (HCJFS) and **Name of organization**, (Provider) doing business as **different name**, with an office at **Name and Street address, City, State,** \_\_\_\_\_, whose telephone number is (\_\_\_\_) - \_\_\_\_, for the purchase of **Residential Treatment Services (the “Contract”)**.

### 1. TERM

This Contract will be effective from **MM/DD/YYYY** through **MM/DD/YYYY** (the Initial Term)” inclusive, unless otherwise terminated by formal amendment.

In addition to the Initial Term described above, this Contract may be renewed, at the option of HCJFS, for (3) additional, one (1) year terms (the “Renewal Term(s)”) unless HCJFS gives Provider written notice not less than sixty (60) days prior to the expiration of the term, then in effect, of its intention not to renew.

### 2. SCOPE OF SERVICE

#### EXHIBITS

Subject to terms and conditions set forth in this Contract and the attached exhibits, Provider agrees to perform residential treatment services for youth referred by HCJFS (the “youth” or “Consumer”) as more particularly described in Exhibit VI - Request for Proposal, Exhibit VII - Provider’s Proposal and Exhibit I – Scope of Work, (individually, the “Service”, collectively the “Services”). The parties agree that a billable unit is a day that the consumer is in the care of the Provider, subject to section 5.C. The following exhibits are deemed to be a part of this Contract as if fully set forth herein:

1. Exhibit I – Scope of Work
2. Exhibit II – Budget

3. Exhibit III –Reporting Protocol
4. Exhibit IV – MCP Installation & Support
5. Exhibit V – Transition Plan
6. Exhibit VI – The Request for Proposal
7. Exhibit VII – Provider’s Proposal
8. Exhibit VIII – Declaration of Property Tax Delinquency
9. Exhibit IX – Release of Personnel Records and Criminal Record Check

#### A. ORDER OF PRECEDENCE

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

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

### 3. CONSUMER AUTHORIZATIONS

#### A. Form of Consumer Authorization

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

#### B. Reimbursement for Services

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

It is the responsibility of Provider to monitor the Units of Service set forth on each Consumer Authorization. Subject to paragraph C, Provider agrees that it will not receive payment for any

Service exceeding a Consumer Authorization or for which no Consumer Authorization has been issued. Provider is responsible for requesting additional Consumer Authorizations **prior** to the time such additional Services are rendered.

C. Administrative Appeal of Denial of Consumer Authorization

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

#### 4. TITLE IV-E PROVIDER

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

#### 5. BILLING AND PAYMENT

A. Unit Rate Calculation

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

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve

or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

**B. Unit Rate**

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

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

**C. Placement Costs**

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

#### D. Hold Bed Procedure

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

Notwithstanding the above, if Provider is notified that a Consumer is able to be returned to his/her placement location, Provider shall transport the Consumer to the placement (or a similar placement) on the day of such notification. To the extent Provider fails to return a Consumer to a placement (or a similar placement) on the day of notification, a hold bed will not be authorized and payment will not be made for such day(s).

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

#### E. Invoice and Payment Procedure

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

- f. Public Children's Services Agency (the "PCSA") number, if any; and
  - g. Consumer Authorization number.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

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

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

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

1. Denial of payment for any Service(s) rendered by Provider arising from this Contract must be appealed to HCJFS within sixty (60) business days from receipt of the payment denial. Provider agrees it will include all documentation to be considered with any appeal. If Provider seeks an appeal of more than one (1) claim for payment, the claims should be submitted at the same time accompanied by all required documentation.
2. The appeal will be reviewed by a HCJFS Utilization Management Specialist who will make a recommendation to an HCJFS Utilization Management Manager. A final decision will be issued by such HCJFS Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.
3. If HCJFS approves the appeal, new invoices must be received by HCJFS within fifteen (15) business days from the date of the letter approving the appeal. New invoices received after the fifteen (15) business days grace period will not be paid by HCJFS.



4. In no event will HCJFS consider any appeal of a denial of payment for Service(s) previously appealed to HCJFS.

G. Miscellaneous Payment Provisions

1. Additional Payment

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

2. Duplicate Payment

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

3. Remittance Address

In order to ensure timely payment of submitted invoices, Provider agrees to immediately report any changes in its organization's remittance address to HCJFS' contract specialist.

**6. NO ASSURANCES**

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

## **7. NON-EXCLUSIVE**

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

## **8. AVAILABILITY OF FUNDS**

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

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

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

## **9. TERMINATION**

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

1. By HCJFS

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

2. By Provider

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

B. Termination for Cause by HCJFS

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

If Provider fails to cure the default in accordance with an approved plan, then HCJFS may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this contract. For purposes of the Contract, material breach shall mean an act or omission that violates or contravenes an obligation required under the Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract as stated herein. A material breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract.

Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or behaviors that may result in harm, injury or neglect of a Consumer, iv) unethical business practices or procedures;

and v) any other event that HCJFS deems harmful to the well-being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

**C. Effect of Termination**

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

**10. TRANSITION PLAN**

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

1. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
2. A monthly Service Authorization report will be provided to HCJFS or designee until the

termination date of the Contract; and

3. “Data dump” to HCJFS of all consumer data from Provider’s electronic systems will occur within thirty (30) days after the termination date of the Contract.

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

## **11. FORCE MAJEURE**

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

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

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

## **12. GOOD FAITH EFFORT**

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

## **13. DISPUTE RESOLUTION**

The Parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Other than disputes regarding Case Plans, as that term is described in Section 15 Case Plans, either party may bring any dispute forward to the other in form of a written notice of dispute (the “Notice of Dispute”). 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 13, 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.

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

- A. Provider warrants and represents that, at all times during the Contract term, Provider shall maintain a license or certification in good standing to operate a residential treatment facility. Provider additionally shall immediately notify HCJFS of any action, modification or issue relating to said licensure or certification.
- B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- C. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, ORC statutes and OAC rules, and the statutes and rules of Provider's home state in the conduct

of work hereunder.

- D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.
- E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.
- F. Provider warrants and represents that it will be responsible for the payment of any and all unemployment compensation premiums, income tax deductions, pension deductions, and any other taxes or payroll deductions required for the performance of the Services by Provider's employees.

## **15. CASE PLANS**

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

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

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

credentialing and re-credentialing programs and to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS.

## **17. MAINTENANCE OF SERVICE**

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

## **18. MANAGED CARE PARTNERSHIP**

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

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

Information obtained by provider from MCP must be obtained solely for business reasons. Additionally, if the information is printed, it must be secured in a manner which is deemed to be HIPAA compliant.

## **19. REPORTS**

- A. As a condition for receiving Title IV-E foster care reimbursement (if applicable), each public children services agency, private child placing agency, and private non-custodial agency shall file a Title IV-E cost report including supplements and attachments with ODJFS. Provider shall submit evidence the Title IV-E cost report was filed in accordance with the requirements set forth in OAC 5101:2-47-26.1.
- B. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. In this same regard, Provider



agrees to follow HCJFS' policies and procedures for reporting such cases, which are set forth in Exhibit III, attached hereto and incorporated herein by reference. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases. The parties agree changes to Exhibit III made by HCJFS will be sent to Provider and considered incorporated into this Contract without the need for an amendment to this Contract.

- C. The monthly contract program financial report shall be submitted to HCJFS Contract Services Section no later than forty-five (45) days after the end of the service month. This report is required if Provider serves an average of ten (10) or more HCJFS Consumers each month.
- D. HCJFS reserves the right to request additional reports at any time during the Contract period. It is the responsibility of Provider to furnish HCJFS with such reports as requested. HCJFS may exercise this right without a Contract amendment.
- E. HCJFS reserves the right to withhold payment until such time as all required reports are received.

## **20. GRIEVANCE PROCESS**

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

## **21. NON-DISCRIMINATION IN EMPLOYMENT**

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

During the performance of this Contract, Provider will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Provider will take

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

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

## **22. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES**

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

Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Consumers through the use of an oral or written translator or interpretation services in compliance with this requirement, Consumers shall not be required to pay for such assistance.

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

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

## **24. 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.

## **25. 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.

## **26. CONFLICT OF INTEREST**

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

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

## **27. 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.

## **28. 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.

## **29. 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.

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

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and Consumer used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without written 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).

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

#### **A. Agreed Upon Procedures Engagement**

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

#### **B. Audit Requirements**

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

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be asked

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

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

### **32. 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.

### **33. 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.

#### **34. CORRECTIVE ACTION PLANS**

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

#### **35. PROPERTY OF HAMILTON COUNTY**

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

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

confidential or otherwise exempt from disclosure.

### **36. 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) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be



endorsed to provide this coverage.

- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
  - 1. Additional insured endorsement;
  - 2. Pay on behalf of wording;
  - 3. Concurrency of effective dates with primary;
  - 4. Blanket contractual liability;
  - 5. Punitive damages coverage (where not prohibited by law);
  - 6. Aggregates: apply where applicable in primary;
  - 7. Care, custody and control – follow form primary; and
  - 8. Drop down feature.

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

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

2. The insurance endorsement forms and the certificate of insurance forms will be sent to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202, Fax number (513) 946- 4720; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: “Board of County Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies.”
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
6. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for

an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.

7. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
8. Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.
10. 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.

### **37. INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or

threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

### **38. RESERVED**

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

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

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

### **40. 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.

#### **41. 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.

#### **42. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

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

#### **43. RESIDENTIAL FACILITY OPERATION AND SAFETY**

Provider agrees to comply with the provisions of OAC 5101:2-9 et seq. that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

#### **44. SCREENING AND SELECTION**

##### **A. Criminal Record Check**

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

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

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

#### B. Bureau of Motor Vehicle Transcript

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

#### C. Rehabilitation

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

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

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

**D. Verification of Job or Volunteer Application**

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

## **45. LOBBYING**

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

## **46. 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.

#### **47. FAITH BASED ORGANIZATIONS**

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

#### **48. CONSUMER EDUCATION & HEALTH INFORMATION DOCUMENTATION**

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

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-38-08.

#### **49. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

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



## **50. ENERGY POLICY AND CONSERVATION ACT**

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

## **51. PERFORMANCE OUTCOMES AND INCENTIVES**

Provider is to demonstrate the ability to produce reliable outcome data exhibiting their organization's performance above and beyond their current level of effort for providing the contracted services. HCJFS will reimburse Provider for the achievement of performance outcomes using the benchmarks identified in Attachment nn.

## **52. RESERVED**

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

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 Exhibit VIII.

## **54. 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.

## **55. GOVERNING LAW**

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

## **56. LEGAL ACTION**

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

## **57. 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.

## **58. 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.

#### **59. AMENDMENT**

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

#### **60. 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.

#### **61. 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.

#### **62. 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.

### 63. CONTACT INFORMATION

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

Name	Telephone	Facsimile	Department	Responsibility
	(513) 946-	(513) 946-2384	Contract Services	contract changes, contract language
	(513) 946-	(513) 946-	Program Management	service point of contact, service authorization, invoice review
	(513) 946-	(513) 946-	Fiscal	billing & payment, invoice processing
Stacy Woosley	(513) 946-2079	(513) 946-	Utilization Management	appeals

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

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

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

### SIGNATURES

In witness whereof, the parties have hereunto set their hands on this \_\_\_\_ day of \_\_\_\_, 20\_\_.

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

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

Honorable Board of County Commissioners  
Hamilton County, Ohio

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

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

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

OR

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

OR

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

Recommended:

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

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Prosecutor's Office  
Hamilton County, Ohio

Prepared By: \_\_\_\_

Checked By: \_\_\_\_

Approved By: \_\_\_\_

Revised 6-26-07

# ATTACHMENT C

## 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:

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

- 3) Mail:

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

## PAGE 1 - SUMMARY PAGE

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

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

### Mgmt Indirect Cost

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

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

### HCJFS CONTRACT BUDGET

**AGENCY:** (Enter legal name of your agency)

**BUDGET PREPARED FOR PERIOD**

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

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

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

1

**\*\*ESTIMATED TOTAL UNITS OF SERVICE**

**TO BE PROVIDED:**

**\*\*TOTAL PROGRAM EXPENSES / TOTAL UNITS**

**OF SERVICE = UNIT RATE:**

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

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

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

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

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

Instructions:



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

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

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

2

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

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

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

### PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

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

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

3

#### Instructions:

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

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

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

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

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

### PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

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

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

3

#### Instructions:

Column 1: List all professional fees and contracted services.

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

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

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

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

### PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

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

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

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

4

Instructions:

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

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

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

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

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

## PAGE 4 - SECTION E – OCCUPANCY COSTS

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

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

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

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

4

Instructions:

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

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

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

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

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

Other – List separately any other costs associated with occupancy.

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

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

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

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

## **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)
	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES						
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER (PARKING)						
MILEAGE REIMBURSE. @ PER MILE						
CONFERENCES & MEETINGS, ETC.						
PURCHASED TRANSPORTATION						
<b>TOTAL TRAVEL COSTS</b>						

5

#### Instructions:

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

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

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

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

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

## PAGE 5 - SECTION G – INSURANCE COSTS

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

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



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

5

Instructions:

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

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

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

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

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

## 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

Instructions:

Column 1: List of equipment costs by expense type.

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

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

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

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.

[illegible]

7

Instructions:

Column 1: Enter item to be depreciated.

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

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

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

Column 7: Enter useful life per IRS guidelines.

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

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

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

Column 11: Enter name of service proposed.

**PAGE 8 – SECTION I - MISCELLANEOUS COSTS**

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

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

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
I. MISCELLANEOUS COSTS						
<b>TOTAL MISCELLANEOUS COSTS</b>						

8

Instructions:

Column 1: List miscellaneous costs separately.

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

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

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

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

## PAGE 8 – SECTION J - PROFIT MARGIN

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

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

<b>J. PROFIT MARGIN</b> (For profit entities only- indicate the amount)						
--	--	--	--	--	--	--

8

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

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

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

8

## PAGE 9 – REVENUE BY PROGRAM SERVICES

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

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

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

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

9

Instructions:

Column 1: List funding sources.

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

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

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

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

**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)

<b>PROGRAM</b>	<b>RENEWAL YEAR 1 EXPENSE</b>	<b>RENEWAL YEAR 1 UNIT RATE</b>	<b>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.</b>
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			
<b>PROGRAM</b>	<b>RENEWAL YEAR 2 EXPENSE</b>	<b>RENEWAL YEAR 2 UNIT RATE</b>	<b>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.</b>
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

- 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.

**EXHIBIT II**

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

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

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

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

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

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

<b>TOTAL REVENUE</b>	0.00	0.00	0.00	0.00	0.00	0.00
----------------------	------	------	------	------	------	------



## EXHIBIT II

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost				MGMT INDIRECT	OTHER DIRECT	TOTAL EXPENSE
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
<b>TOTAL SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.00

**Salaries Narrative.** Describe how each position relates to the service proposed.  
Please type narrative here.

## EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>B.PAYROLL TAXES</b>						
FICA %						0.00
WORKER'S COMP. %						0.00
UNEMPLOYMENT %						0.00
<b>BENEFITS</b>						
RETIREMENT						0.00
HOSPITAL CARE						0.00
OTHER (SPECIFY)						0.00
						0.00
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Employee Payroll Taxes & Benefits Narrative.**

Please type narrative here.

**NOTE: You must list the percentage amount on the FICA, Worker's Comp and Unemployment lines. Remember - Unemployment Taxes are based ONLY on the first \$9,000 of the employees' salary.**

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and				MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
						0.00
						0.00
						0.00
						0.00
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Professional Fees & Contracted Services Narrative**

Please type narrative here.

## EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>D.CONSUMABLE SUPPLIES</b>						
OFFICE						0.00
CLEANING						0.00
PROGRAM						0.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
<b>TOTAL CONSUMABLE SUPPLIES</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Consumable Supplies Narrative**

Please type narrative here.

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>E. OCCUPANCY COSTS</b>						
RENTAL @ PER SQ. FT.						0.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST						0.00
MAINTENANCE & REPAIRS						0.00
UTILITIES (MAY BE INCLUDED IN RENT)						
HEAT & ELECTRICITY WATER						0.00
TELEPHONE						0.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
<b>TOTAL OCCUPANCY COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Occupancy Costs Narrative**

Please type narrative here.

## EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT 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.@ _____ PER MILE						0.00
CONFERENCES & MEETINGS, ETC.						0.00
PURCHASED TRANSPORTATION						0.00
<b>TOTAL TRAVEL COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Travel Costs Narrative**

Please type narrative here.

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						0.00
PROPERTY						0.00
ACCIDENT						0.00
OTHER						0.00
<b>TOTAL INSURANCE COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Insurance Costs Narrative**

Please type narrative here.

## EXHIBIT II

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

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

Please type narrative here.

## EXHIBIT II

## LARGE EQUIPMENT DEPRECIATION COSTS

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

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
			0.00	0.00	0.00	0	0.00	100.00%	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			0.00		0.00		0.00		0.00	

## EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>I. MISCELLANEOUS COSTS</b>						
						0.00
						0.00
						0.00
						0.00
						0.00
<b>TOTAL MISCELLANEOUS COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>J. PROFIT MARGIN (For profit entities only)</b>						0.00
<b>K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Miscellaneous Costs Narrative.**

Please type narrative here.

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

**Mgmt/Indirect Cost Narrative.**

Please type narrative here.

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

Please type narrative here.

## EXHIBIT II

REVENUES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
						0.00
						0.00
						0.00
<b>B. OTHER FUNDING</b>						
FEES FROM CLIENTS						0.00
CONTRIBUTIONS						0.00
						0.00
						0.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
						0.00
<b>TOTAL REVENUE</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Revenue Narrative**

Please type narrative here.



	<b>EXHIBIT II</b>		
<b>RENEWAL YEAR ESTIMATED COST SHEET</b>			
<b>PROGRAM</b>	<b>RENEWAL YEAR 1 EXPENSE</b>	<b>RENEWAL YEAR 1 UNIT RATE</b>	<b>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.</b>
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			
<b>PROGRAM</b>	<b>RENEWAL YEAR 2 EXPENSE</b>	<b>RENEWAL YEAR 2 UNIT RATE</b>	<b>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.</b>
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			
<b>PROGRAM</b>	<b>RENEWAL YEAR 3 EXPENSE</b>	<b>RENEWAL YEAR 3 UNIT RATE</b>	<b>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.</b>
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

**Renewal years 1, 2,  
and 3**

# ATTACHMENT C-1

## Sample Budget

## ATTACHMENT C-1

## HCJFS CONTRACT SAMPLE BUDGET

(for reference purposes only)

AGENCY: Acme Foster Care

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: Traditional &amp; Therapeutic Foster Care

January 1, 2017 TO December 31, 2017

## INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL 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

UNIT = 1 day

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

\$52.13\$93.31 \_\_\_\_\_

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

## ATTACHMENT C-1

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
Program Director	1.00	40.0	56,000.00	14,000.00	14,000.00			28,000.00	56,000.00
Case Manager	10.00	400.0	320,000.00	128,000.00	192,000.00				320,000.00
Clerical Specialist	1.00	40.0	25,500.00	12,750.00	12,750.00				25,500.00
Clerical Specialist	1.00	40.0	25,500.00					25,500.00	25,500.00
Other Personnel			195,250.00					195,250.00	195,250.00
Executive Director	1.00	10.0	85,000.00				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
<b>TOTAL SALARIES</b>	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 associated with our Foster Care program. Staffing consists of the following:

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

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

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

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

1 Executive Director  
25% allocated to Foster Care Program

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

## ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
<b>B.PAYROLL TAXES</b>						
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
<b>BENEFITS</b>						
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
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	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
<b>TOTAL PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00

**Professional Fees & Contracted Services Narrative**

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

## ATTACHMENT C-1

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

**Occupancy Costs Narrative**

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

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

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

Utilities are included in the rent.

## ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT 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.@ \$.50 PER MILE	28,125.00	28,125.00			18,750.00	75,000.00
CONFERENCES & MEETINGS, ETC.	1,500.00	1,500.00			4,500.00	7,500.00
PURCHASED TRANSPORTATION						0.00
<b>TOTAL TRAVEL COSTS</b>	<b>29,625.00</b>	<b>29,625.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,250.00</b>	<b>82,500.00</b>

**Travel Costs Narrative**

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

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT 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
<b>TOTAL INSURANCE COSTS</b>	<b>2,790.00</b>	<b>1,860.00</b>	<b>0.00</b>	<b>500.00</b>	<b>3,150.00</b>	<b>8,300.00</b>

**Insurance Costs Narrative**

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

## ATTACHMENT C-1

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

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

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



**ATTACHMENT C-1**

**LARGE EQUIPMENT DEPRECIATION 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.

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

\* Enter as a decimal.

## ATTACHMENT C-1

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

**Miscellaneous Costs Narrative.**

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

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

**Mgmt/Indirect Cost Narrative.**

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

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

Please type narrative here.

N/A.

## ATTACHMENT C-1

REVENUES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
<b>A. GOVERNMENTAL AGENCY FUNDING</b> (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>B. OTHER FUNDING</b>						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
<b>TOTAL REVENUE</b>	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00

**Revenue Narrative**

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

## EXHIBIT II

## 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	\$51.87	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	\$51.01	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.
Traditional Foster Care	\$448,444.61	\$53.43	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 percent. All other costs should increase by approximately the cost of living (2.5%).
Therapeutic Foster Care 3	\$287,679.06	\$52.54	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 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

RFP Page 126

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

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

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

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

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

### Section A. Program Identifying Information

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

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

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



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

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

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

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

APP Page 152

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

## **Hamilton County Department of Job and Family Services**

### **Provider Certification Document**

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

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

<b>16. Agency's Hours/Days of Operation</b>	RFP Page 134
<b>17. Program's Hours/Days of Operation</b>	
<b>18. Indicate seasonal hours/days of operation, if applicable</b>	
<b>19. Agency Director's Name</b>	
<b>20. Agency Director's E-Mail Address</b>	
<b>21. Program Director's Name, if different</b>	
<b>22. Program Director's Phone #, if different</b>	
<b>23. Program Director's E-Mail Address</b>	
<b>24. Program Contact Person, if different</b>	
<b>25. Program Contact Person's Phone #, if different</b>	
<b>26. Program Contact Person's E-Mail Address</b>	

**NOTES:**

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

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

d. Worker's Compensation insurance;			RFP Page 136
e. table of organization including advisory boards & committees;			
f. service/attendance form, sign-in sheet, etc.			
g. copy of the contract service contingency plan, if applicable for this service.			
<b>5. Reviewed 3 of the last 12 months board minutes</b>			
<b>6. Reviewed accounting/record keeping system:</b>			
a. financial record keeping method			
1) is a separate account set up for our program?			
2) are invoices filed for easy reference?			
b. cash or accrual system;			
c. revenue source during start-up period;			
d. ability to issue accurate and timely reports			
e. maintenance of client service records .			
1) method for documenting client service;			
2) method for compiling data for reports;			
3) method for tracking performance indicators;			
f. how will provider manage cash flow during the first 3 months of the contract?			
<b>7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:</b>			
a. current professional license/certification;			
b. driver's license with < 5 points;			
c. proof of car insurance;			



d. police/BCII check completed w/in last 12 mons.			RFP Page 137
<b>8. Transportation Issues (when applicable)</b>			
a. is public transportation readily available?			
b. how far from the program site is the public transportation stop?			
c. indicate the type of available parking facilities:			
1) private lot;			
2) municipal/public lot;			
3) on-street parking;			
4) client/staff pay to park.			
<b>9. Interior - Public Areas</b>			
a. indicate general impression of appearance - cleanliness, neatness, safety, etc.			
b. is facility handicapped accessible?			
c. are bathrooms handicapped accessible?			
d. does facility design ensure client confidentiality?			
e. is the facility adequate for our program?			
f. ask Provider if a negative building safety report was issued by the fire department.			
<b>10. Contract Management Plan - review provider's written plan for contract management.</b>			
a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?			
b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?			
c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?			

d. what is provider’s plan for conducting self-reviews to ensure contract compliance?			RFP Page 138
e. what is provider’s plan for ensuring receipt of client authorization forms prior to invoicing?			
f. what is provider’s plan to remain in compliance with contract requirements for timely invoicing to HCJFS?			
g. what is provider’s plan for monitoring contract utilization?			

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

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

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

d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis;		RFP	Page 140
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:**

# ATTACHMENT E

## Declaration of Property Tax Delinquency

## Declaration of Property Tax Delinquency

(ORC 5719.042)

I, \_\_\_\_\_, hereby affirm that the Proposing Organization herein, \_\_\_\_\_, is \_\_\_\_ / is not \_\_\_\_ (**check one**) at the time of submitting this proposal charged with delinquent property taxes on the general tax list of personal property within the County of Hamilton. If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$\_\_\_\_\_.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

### **State of Ohio - County of Hamilton Notary**

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

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

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

# ATTACHMENT F

## Release of Personnel Records & Criminal Records Checks



222 East Central Parkway • Cincinnati, Ohio 45202-1225

**General Information:** (513) 946-1000

**General Information TDD:** (513) 946-1295

**FAX:** (513) 946-2250

[www.hcjfs.org](http://www.hcjfs.org)

[www.hcadopt.org](http://www.hcadopt.org)

[www.hcfoster.org](http://www.hcfoster.org)

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

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

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

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

#### NOW THEREFORE

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

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

#### A. Criminal Record Check

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



# ATTACHMENT G

## RFP Registration Form

**REGISTRATION FORM****RFP: SC04-16R, RESIDENTIAL TREATMENT SERVICES, 2016**

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

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

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS 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 rejecting of the Providers Proposal, including attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

By e-mailing, mailing or faxing 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. Due date for Registration Form is on or before **December 7, 2016, no later than noon.**

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS (including city/state/zip code):</b>	
<b>REPRESENTATIVE'S NAME:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:</b>	
<b>SIGNATURE:</b>	

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

**E-mail, mail or fax this completed page to HCJFS Contract Services at (513) 946-2384.**

# ATTACHMENT H

## Levels of Care

## ***Level V      Crisis Stabilization***

*Outcome goals:* Rapid stabilization and reunification of the child/youth with family or back to the community following a temporary emergency respite away from home/placement to reduce symptoms and restore stability for child/youth and family. Changes have been made in the child's environment that would enable child/youth to remain safely at home or community. Safety issues are of paramount concerns and the child has exhibited acute disruptive behaviors.

*Core services:* May include crisis beds, temporary shelter placement, emergency therapeutic foster care, or any other emergency respite in an out-of-home setting. May also include therapeutic services, such as crisis counseling, parenting training, etc.

*Consumer characteristics:* Child/youth presents moderate to high risk level, serious and persistently disruptive behaviors that have made a milder level of care inappropriate, including serious violent behaviors, unsafe home/community environment, psychiatric and chronic/acute addiction symptoms that require rapid stabilization and alternative care planning.

- ✓ Child is seriously suicidal; has had recent attempt (within the last 90 days) and is at high risk of being considered for hospitalization
- ✓ Child is seriously depressed and is not responding to treatment on an outpatient basis
- ✓ Child's sexual offending behavior cannot be maintained at a lower level of care
- ✓ Has had fire setting behaviors that have caused damage and risk to others
- ✓ Has shown physical aggressive and assaultive behaviors resulting to harm to others

*Significant community partners:* Child/youth may also be involved with other community services and other children's systems, such as juvenile court. Case workers are expected to provide necessary care coordination and other assistance.

*Thresholds for accepting into this level of care and continued stay* (Modified Cuyahoga Functioning Scale): Moderate to high risk and service need and safety concerns

*Thresholds for reviews:* By definition, emergency respite and crisis stabilization are expected to be time-limited. The review may provide a brief extension, as defined by the review team at the time of the review. Any longer stay needs to be consistent with permanency plan for the child/youth.

*Discharge and retrospective review:* Should the child/youth move into a higher level of care following emergency stabilization, a review for service outcomes and continuity is necessary.

## ***Level VI      Residential Treatment (Open and Locked)***

### ***OPEN:***

*Outcome goals:* Provide a structured, living environment to ameliorate emotional and behavioral problems and improve functioning of the child/youth to allow for a milder level of care.

*Core services:* RT—Open should be seen as all-inclusive of services in a structured setting with professional supervision, including a full range of residential services and therapeutic services to child/youth and family based on need.

*Consumer characteristics:* The child/youth has generally experienced a high degree of instability in the home and community environment and has demonstrated the need for care in a structured treatment environment. Mental illness as substantiated by DSM-IV and SED diagnosis, or combined diagnosis of mental illness and addiction disorder. The child/youth has generally experienced a high degree of instability in the home and community environment and has demonstrated the need for care in a structured living environment. To be eligible for residential treatment, the need for a professionally supervised living environment on a 24-hour basis should be present. Experience in placing child/youth in this level of care shows the following generalized consumer profile:

- ✓ Child is seriously suicidal; has had recent attempt (within the last 90 days) and is at high risk of being considered for hospitalization
- ✓ Child is seriously depressed and is not responding to treatment on an outpatient basis
- ✓ Child's sexual offending behavior cannot be safely managed at a lower level of care
- ✓ Has had fire setting behaviors that have caused damage and risk to others
- ✓ Has shown physical aggression and assaultive behaviors resulting to harm to others
- ✓ Has not responded to a lower level of care

*Significant community partners:* Child/youth may also be involved with other community services and other children's systems. Residential treatment should be closely coordinated with the educational system. Case workers are expected to provide necessary assistance on behalf of the consumer and family, care managers are expected to provide necessary care coordination.

*SORC Page 2 2009*

*Thresholds for accepting into this level of care and continued stay (Modified Cuyahoga Functioning Scale):* High risk and service needs.

*Thresholds for reviews:* Every month. A stay beyond 6 months should be reviewed for consistency with the permanency plan.

*Discharge and retrospective review:* Should the child/youth move into a higher level of care, a review is necessary for discharge decision, service outcomes and continuity of care.

**LOCKED:**

*Outcome goals:* Reduce the risk behaviors or functioning impairment of the child/youth in a structured setting so that the child/youth may move into a less restrictive level of care and eventually reintegrate with the community. Permanency and emancipation planning should accompany the individual treatment goals. Family/adult engagement is essential in assuring a smooth transition to home/community.

*Core services:* A full range of residential and therapeutic services, as well as ensuring that educational services and other community outreach services are provided. In addition, this level of care provides a secure setting to address the child/youth's risk behaviors and need for 24-hour professional supervision. RT—Locked may be used for complex cases and children/youth with coexisting disorders.

*Consumer characteristics:* The child/youth exhibits a high degree of behavioral management problems, including violent behaviors, and may have had juvenile court adjudication of posing risk to community prior to admission. May also suffer mental illness as substantiated by DSM-IV and SED diagnosis or combined diagnosis of mental illness and addiction disorder, with psychiatric and behavioral conditions severe and persistent enough to require a secure and structured treatment environment. Experience in placing child/youth in this level of care shows the following consumer profile:

- ✓ Child's suicidal risk requires 24-hour monitoring in a closed setting
- ✓ Child poses serious harm to others, and cannot be maintained in an open residential setting, with recent (within the last 30 days) injury to others
- ✓ Child's repeated AWOL has posed serious community risk ( sexual offending behavior, prostitution and gang involvement)
- ✓ Child has demonstrated an inability to respond to an open setting.

*Significant community partners:* Child/youth may also be involved with other community services and other children's systems. Residential treatment should be closely coordinated with the educational system. Case workers are expected to provide necessary assistance on behalf of the consumer and family, care managers are expected to provide necessary care coordination.

SORC Page 3 11/22/2016

*Thresholds for accepting into this level of care and continued stay* (Modified Cuyahoga Functioning Scale): High risk and service needs; high safety concerns for child/youth and community.

*Thresholds for reviews:* Every month or more frequently as the condition requires. A stay beyond 3 months should be reviewed for consistency with the permanency plan.

*Discharge and retrospective review:* Potential step-down services should be reviewed to move the child/youth to less restrictive setting.





# ATTACHMENT I

## Residential Treatment Service Grid

## Attachment I – Residential Treatment Service Grid

<b>Category:</b>	<b>Residential Treatment</b>	<b>Residential Treatment</b>	<b>Residential Treatment</b>
<b>Discrete Service</b>	Residential Treatment Staff secure/open. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency	Residential Treatment Locked. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency	Residential Treatment Crisis Stabilization. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency
<b>IV-E Provider Y/N?</b>			
<b>Facility IDs and SACWIS Service Descriptions*</b>			
<b>Program Name</b>			
<b>Location</b>			
<b>Ages</b>			
<b>Gender:</b>			
<b>Admission Criteria</b>			
<b>Exclusion Criteria</b>			
<b>Admissions Process</b>			
<b>Intake Contact Person:</b>			
<b>Intake telephone #:</b>			
<b>Clinical Director Contact:</b>			
<b>Clinical Director Telephone #:</b>			
<b>After Hours telephone #:</b>			

<b>Ability to accept ER admissions? [4 hour admission.]</b>			
<b>Estimated projected # slots:</b>			
<b>Projected ALOS</b>			
<b>Estimated # fixed vacancies a month</b>			
<b>Staffing Ratios:</b>			

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

# ATTACHMENT J

## SORC Performance Outcomes Measures

## 2017 Provider Performance Outcome Measures- Residential- SORC

Objective	Measurement	Reporting	Incentive
<b>1. Youth will decrease adverse involvement with Juvenile Justice</b>	a. Provider will decrease overall incidents of arrests, charges and/or detainment in juvenile justice facilities by 20% as compared to their baseline data.	<p><b>Data Collection-</b> Provider will produce baseline data for the first six months of the initial contract period. Provider will produce data after the initial 6 month period quarterly to be used to determine incentive payment. Data will include total number of incidents of arrests and detainment in juvenile justice facilities.</p> <p>Data will be confirmed through MCP or other reporting sources.</p>	<b>Provider will</b> receive \$500 per quarter if incidents of detention stays and arrests decrease by 20% as compared to baseline data.
<b>2. Youth will experience academic success</b>	<p>a. Age appropriate youth will graduate from high school or earn a General Equivalency Diploma (GED);</p> <p>b. Youth will be promoted to the next grade level.</p>	<p>a. &amp; b. <b>Data Collection-</b> Provider will produce reports in December of the contract period to confirm achievement of performance measure. Data will be compared and confirmed through SACWIS.</p> <p>Child must be enrolled with the provider a minimum of 90 days And; Child must be enrolled in placement with the provider at the end of the school year for item (b) or at any time during the contract year to qualify for the incentive payment related to achievement of a diploma or GED (a).</p>	<p>Provider will receive a \$500 incentive for each child who graduates from high school or earns a GED when verified by case worker and a copy of an official diploma or GED.</p> <p>Provider will receive a \$250 incentive for each child who is promoted to the next grade level.</p>
<b>3. Youth will experience decreased lengths of stay</b>	a. Provider will reduce average length of stay for youth placements.	a. <b>Data Collection-</b> Provider will produce data within 30 days of contract to report	Provider will receive \$200 per child who is discharged below the average length

**2017 Provider Performance Outcome Measures- Residential- SORC**

<p><b>in residential treatment with improved functional capacity and success when transitioned to a lower level of care.</b></p>	<p>b. Youth will experience stability post-discharge and will be maintained at a lower level of care for a minimum of 120 days.</p>	<p>average length of stay based on previous year's contract period. This will establish baseline data for the 2014 contract year.</p> <p>b. Provider will produce data identifying youth who have been discharged below the average length of stay.</p> <p>c. PCSA will compare length of stay data with SACWIS and will determine if the youth has also maintained placement stability at a lower level of care for 120 days.</p>	<p>of stay and experiences placement stability at the lower level of care for a minimum of 120 days post discharge.</p>
<p><b>Youth 14 and over will acquire life skills.</b></p>	<p><b>Provider will teach children in their care life skills associated with personal care, problems solving, household management, budgeting, cooking, shopping, education, employment, safety and personal relationships and health. This is hands on life skills training.</b></p>	<p><b>Provider will produce documentation of hands on life skills training. Provider will produce data that shows an increase in knowledge and abilities in life skills.</b></p>	<p>Provider will receive \$100 per child for each three (3) hands on life skills trainings they have completed <b>and</b> have demonstrated an increased knowledge and abilities associated with the training(s). This is to be documented by pre and post testing, or other measurable methodology.</p>

## **2017 Provider Performance Outcome Measures- Residential- SORC**

**Provider must be in good standing as determined by PCSA who holds contract to be eligible for Incentive Payment.**

**Incentive Payments are based on populations specific to each custodial PCSA and are subject to availability of funds.**

**PCSA makes final interpretation and determination regarding achievement of outcome measures.**