



REQUEST FOR PROPOSALS

#KB03-24R

FOR

Staff Training

Issued by

THE HAMILTON COUNTY BOARD OF COMMISSIONERS

**222 East Central Parkway
CINCINNATI, OHIO 45202**

Date

April, 2024

RFP Conference Date 05/08/2024 1:00 p.m. EST

This conference is being held virtually at

Microsoft Teams

[Join the meeting now](#)

Deadline for Submission of Proposals:
05/15/2024 NO LATER than 1:00 p.m. EST

REQUEST FOR PROPOSAL (RFP)
Staff Training

MISSION STATEMENT

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

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award Contracts for these services to multiple Providers and to award Contracts for all or any portion of the services requested herein. The Contract(s) shall be for an initial term of 1year(s) (“Initial Term”) plus 3, 1 year options to renew at the sole discretion of HCJFS.

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

Provider agrees that if selected by HCJFS under this RFP or any re-released RFP and if requested by HCJFS, that it will enter into an extension of the Contract for up to 180 days following the expiration of the term then in effect under the current terms, conditions and prices applicable at

that point in time. This will allow HCJFS to make a seamless transition to any new Provider and mitigate negative impact for customers.

The purpose of this RFP is to train mentors, mentees and other staff at HCJFS.

1.2 Scope of Service

The purpose of this request is to solicit trainers for Hamilton County Job and Family Services Staff. The staff will include mentors and mentees from PROJECT M.O.R.E (Mentoring Others Raises Everyone as well as other staff as needed). The chosen vendor must understand the importance of diversity among trainers and the interactive nature of the training sessions. The following are examples of the types of training services HCJFS would like to purchase:

1. Project M.O.R.E. Pre-Program Training Package:

- Train mentors and mentees about their roles and the mentoring relationship.
- Coordinate closely with the Program Leader.

2. 360 Assessment and Executive Coaching:

- Provide and administer a 360 Assessment for mentors or identified HCJFS staff.
- Conduct no less than two Executive Coaching Sessions for mentors or identified HCJFS staff.

3. Group Mentoring Sessions:

- Conduct no less than two Group Mentoring Sessions for each of two separate Mentee groups.
- Keep Mentees engaged in progress with stated goals during these sessions.

4. Ongoing Training Sessions:

- Incorporate four to six additional training sessions as standard programming after program launch.
- Training applicable to both mentors, mentees, or identified roles of HCJFS staff.

- Ensure a diverse group of trainers present the training.

5. **Potential Training Topics:**

- Listening Skills
- Trauma-Informed Leadership
- Building Your Brand
- Developing a Team of Critical Thinkers and Problem Solvers
- Maintaining Professional Boundaries
- Difficult Conversations
- Making Unconscious Bias Conscious
- Interviewing Skills
- Goal Setting
- Promoting Diversity, Equity, and Inclusion (DEI) in Current Role
- First-Time Management in Human Services
- Transition to Supervision: Crossing the Divide
- The Culture of Poverty
- Success Working in the Multi-Generational Workplace
- Utilizing Leadership Assessment Results
- Thinking Outside the Box
- Difference Between Management & Leadership
- Lessons in Microaggressions
- Peer-to-Peer Communication
- Creative Ways to Transfer Knowledge to Grow Team
- Championing Change/Change Management
- Leadership Styles
- Dealing with Unresponsive Peers
- Creating a Culture of Safety to Say "I Don't Know" and Reduce Fear in Making Mistakes
- Emotional Intelligence
- Managing Conflict
- Time Management and Prioritizing
- Effectively Leading Remote Teams

6. **Training Requirements:**

- Highly interactive sessions promoting conversation and connection between participants.
- Include breakout activities to encourage engagement.

- Sessions should be between 2 to 5 hours in duration.
- Trainers should actively encourage participation from attendees.
- Training content should be directly related to the mentoring program and duties performed at HCJFS.
- Provide recorded, virtual training options owned by HCJFS as applicable.
- Supply handouts and PowerPoint presentations for program participants.
- Provide metrics on participant engagement, training surveys, etc., to the Program Leader

1.2.1 Population

The trainings will be completed with staff, who are mentors and mentees of the HCJFS Project M.O.R.E program or any other identified HCJFS staff.

1.2.2 Service Components and Business Deliverables

Please answer the following questions in Narrative Form

- 1. How will you ensure communication with the program leaders regarding training?**
- 2. Please provide details of the post training metrics commonly provide to contractors.**

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 1.2.2 Program Components and Business Deliverables Section 2.8. System and Fiscal Administration Components:

A. Licensure, Administration and Training

1. Identify any actions against your organization through ODJFS, ODMHAS or any other licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, provide outcome of any action that resulted in a revocation.
2. Provide a description of your organization's employee screening and clearance policy.
3. Provide copies of any relevant licenses and certifications.

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

1.3. Employee Qualifications

- A. Education and training: Staff will have education and licensure commensurate with responsibilities and programmatic licensing criteria.
- B. Work history: All employees who are assigned to this project to work with HCJFS's customers shall have information on job applications verified. Verification shall include references and work history information.
- C. HCJFS reserves the right to interview trainers, as needed to approve or veto the hire for the role.
- D. Criminal Record Check: Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport customers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Departments) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.

SCREENING AND SELECTION

All contractors who will perform work within a County facility or on a project managed by the County, unless supervised / escorted by a County or HCJFS employee, will require criminal background checks at the Contractors' cost.

Hamilton County Risk Management Policy 4.1 defines the requirements and procedures for criminal history Background Checks to be completed for all vendors and volunteers who come onsite to a County building. Contractor includes but is not limited to, consultants, construction contractors, service vendors, and in-house contract services including housekeeping, cleaning contractors, security contractors, contractors' subcontractors. All contractor staff and volunteers must complete and pass the required background check based on Hamilton County Risk Management Policy 4.1, attached hereto and incorporated herein by reference as Exhibit xx, prior to performing work within a County facility.

2.0 PROVIDER PROPOSAL

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

A. Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Proposal in a pdf format and the pages must be numbered from 1 - ???.
- Each proposal must be written in twelve (12) point font.
- Budget in unlocked Excel format.

B. Proposal Organization

Proposals must contain all the specified elements of information listed below **without exception**, including all subsections therein:

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

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

- Section 2.6 – Financial Documentation
- Section 2.7 – Declaration of Property Tax Delinquency

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Years 1, 2, 3, and 4. Provider is to make sure to include the request for

all rates for the original Contract period (year 1), and the 3 subsequent renewal period options (years 2, 3 and 4). These Unit Rates must be supported by the Budget, Attachment C.

2.2 RESERVED

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately **June 1, 2024**. Provider must submit a cost sheet that is attached to the RFP.

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 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 two 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 Provider 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 Provider 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 to the proposal:

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.

1. Annual Report - A copy of Provider's most recent annual report.

2. Licensure - A copy of appropriate licensure from ODJFS, ODMHAS or other licensing agencies. If Provider does not have a finalized license by the end of the proposal selection process, Provider will be granted 60 days from the date of acceptance of the proposal to finalize its license or Provider's proposal will be disqualified.

4. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
5. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
6. 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.
7. 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.
8. 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.
9. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

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

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

Certificates of Insurance

As a matter of proof of insurance, prior to the effective date of the Contract, Provider shall give the County and HCJFS the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at, or prior to, the effective date of the Contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05. Certificates are to be sent to Hamil_ContractServicesCommunication@JFS.Ohio.gov and the Hamilton County Risk Manager at COI@hamilton-co.org.

10. Job Descriptions - For all key **clinical** and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, staff and Supervisors.
11. 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.
12. 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.
13. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
14. 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	April 2024
RFP Conference	May 8, 2024 1:00p.m. EST Microsoft Teams
Deadline for Receiving Final RFP Questions	May 9, 2024 1p.m. EST
Deadline for Issuing Final RFP Answers	May 10, 2024 close of business
Deadline for Registering for the RFP Process	May 8, 2024 4:00 p.m. EST
Deadline for Proposals Received by RFP Contact Person	May 15, 2024 1:00 p.m. EST
Oral Presentation/Site Visits – if needed	
Anticipated Proposal Review Completed	
Anticipated Start Date	June 2024

3.2 RFP Contact Person

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

Kris Bullock, Contract Services
Hamilton County Department of Job & Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202
hamil_contractservicesprocurementbullock@jfs.ohio.gov

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 LISTED ABOVE IN SECTION 3.1 PROGRAM SCHEDULE.

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 e-mail address is hamil_contractservicesprocurementbullock@jfs.ohio.gov

3.4 RFP Conference

Virtual RFP Conferences will be held using Microsoft Teams. The link to the RFP conference is listed on the cover sheet of this RFP.

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being e-mailed are to be sent only to the RFP Contact Person 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 the date listed in Section 3.1 Program Schedule. The final responses will be faxed or e-mailed no later than the date listed in Section 3.1 Program Schedule 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 May 8, 2024 before 1:00p.m. EST.

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 May 8th, 2024 no later than 1:00 p.m. 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 sent by e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to the **Deadline for Receiving Final RFP Questions** as listed in Section 3.1 Program Schedule, 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, Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org> (and <http://www.bidsync.com> when appropriate).

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:

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

HCJFS will notify Provider at the earliest possible time of such decision. No penalty 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 365 calendar days after the proposal submission date.

4.1 Preparation of Proposal

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

Proposals must be received at the email address listed in Section 3.2, no later than the deadline listed in Section 3.1 Program Schedule. ***Proposals received after this date and time will not be considered.*** An email confirmation for receipt of proposals will be issued.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted 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 the email address designated in Section 3.2 no later than the deadline listed in Section 3.1 Program Schedule 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 1.2.2;
- 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. Provider past performance can be referenced or influence the evaluation if well documented, in writing, and previously shared with Provider. This could include but be limited to Performance Improvement Plans, Referral Holds, or contract terminations for non-performance.

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 may be conducted with Providers as HCJFS deems necessary. Site visits will be held at the location where the services are to be provided.

Stage 4 Evaluation Scoring

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

- A. Program Evaluation including responses to Section 1.2.2 Questions, 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 1.2.2 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 most responsive and 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 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 HCJFS deems 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 emailed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be emailed to the contact person listed in Section 3. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

4.9 Public Records

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

Trade secrets or otherwise exempted information must be clearly identified and marked as such in the proposal. Each page containing such material must:

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

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

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

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

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a) HCJFS is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for HCJFS to release such documents.

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

4.10 Provider Certification Process

HCJFS reserves the right to complete the Provider Certification process for selected Providers. The purpose of the process is to provide some assurance to HCJFS that Provider has the administrative capability to effectively and efficiently manage the Contract. The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for Providers already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

4.11 Public Record Requests Regarding this RFP

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

**Cost Sheet
KB03-24R**

HCJFS EMPLOYEE TRAINING COST DETAIL SHEET

	<u>Type of Training#1</u>	<u>Type of Training#2</u>	<u>Type of Training#3</u>	<u>Type of Training#4</u>
<u>TRAINING</u>				
<u>FEES</u>				
<u>TOOLS</u>				
<u>BOOKS</u>				
<u>TRAVEL EXPENSE</u> To follow the IRS guidelines				
<u>OTHER</u>				
<u>TOTAL COST PER EMPLOYEE</u>				

ATTACHMENT A

Cover Sheet for
Comprehensive Case
Management and
Employment Program
(includes checklist)

**ATTACHMENT A
PROPOSAL COVER SHEET FOR
Staff Training RFP
RFP #KB02-24R**

Name of Provider : _____

Provider Address: _____
Include city, state and zip code

Contact Person : _____
(Please Print or type name) *Title*

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

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

Person(s) authorized to negotiate with HCJFS:

(1) Name: _____ Title: _____
(Please Print) *(Please Print)*

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

(2) Name: _____ Title: _____
(Please Print) *(Please Print)*

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

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.

Signature - Authorized Representative Title Date

Signature – Financial Officer Title Date

++Please see back of form for checklist to verify everything required to be submitted is included.

ATTACHMENT A-1

Program Component Checklist

RFP# KB03-24R- Staff Training

Program Component Checklist

Please ensure all questions in Section 2.2.1 are answered and page numbers are listed by using checklist below.

Proper Answer: If YES - list page number where response can be found. If NO - list reason for not responding.

Program Components				
QUESTION #	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
Question 1				
Question 2				
Licensure, Administration and Training				
Question 1				
Question 2				
Question 3				

ATTACHMENT B

Contract Sample

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

PURCHASE CONTRACT

This Contract is entered into on _____ by and between the Board of County Commissioners, Hamilton County, Ohio ("County") on behalf of the Hamilton County Department of Job and Family Services ("HCJFS") and _____, ("Vendor") with an office at _____, whose telephone number is (xxx) xxx-xxxx, for the purchase of **management training workshops**.

1. TERM

Regardless of the date of execution, this Contract will be effective from **6/1/2024** through **5/31/2025** (the "Initial Term") inclusive, unless otherwise terminated or extended by formal amendment.

The Initial Term and any Renewal Terms are collectively the "Term". The total amount of the Contract shall not exceed _____ and 00/100 Dollars (**\$xxx,000.00**) over the Term.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract, Vendor shall provide live learning development sessions, executive coaching, 360 assessments, on-demand digital sessions and other services as outlined on page 3 of Exhibit I ("KBXX-24R") for the HCJFS Staff and Project M.O.R.E Participants (the "Services"). HCJFS will select leadership sessions as detailed in Exhibit II, according to the needs of HCJFS.

- A. Sessions will be scheduled on an as needed basis by HCJFS by telephone or e-mail.
- B. Sessions will occur virtually or may be in person if a retreat is scheduled.
- C. Trainer will confirm the scheduled dates and send out information seven (7) days

prior to the training.

D. Cancellation Policy:

- If a live session is cancelled due to weather conditions or any other “Act of God”, in which there is no other choice (i.e. earthquake, flood, tornado, snow storms, terrorism, etc.), the session will be rescheduled.
- HCJFS will pay a cancellation fee equal to the fee listed below should the session be canceled with less than two weeks notice and not rescheduled on an alternate date agreed upon by both Presidential Consultants and HCJFS by June 30, 2024.
- In the event Vendor must reschedule a live session (due to life-threatening illness, hospitalization, family death, Act of God), at HCJFS discretion the deposit may either be applied to a future date and final balance may be rescheduled for a later date; or, if both parties mutually determine that it is not feasible to reschedule, Vendor will return the full deposit, if any, and any additional paid balance within five (5) days.
- If Vendor or HCJFS fails to attend a live learning development session, Vendor will provide the participant(s) with related digital content as well as invest up to 30 minutes ensuring that the participants understand the missed material.
- If Vendor or HCJFS cancels a coaching session with five days or more prior notice will be rescheduled. Cancellations of coaching sessions with less than five days prior notice, or if the participant fails to show-up during their scheduled time may be rescheduled based upon the Vendor’s availability within a reasonable amount of time.

3. BILLING AND PAYMENT

A. Rates of Payment – County agrees to compensate the Vendor in the following amounts and as stated in Exhibit II (Vendor’s proposal to RFP KBxx-24R):

-

-

Travel expenses including transportation, lodging, meals and other miscellaneous travel-related expenses such as taxi, parking and tolls, etc. shall be billed separately.

- B. Billing and Payment - Original invoices, signed by the Vendor, will be sent each month in which Services are rendered xxxxxxxxxxxxxxxxxxxxxx, Cincinnati, Ohio 45214 or xxxxxxxxx@jfs.ohio.gov within thirty (30) days of the end of the training event. Vendor shall make all reasonable efforts to include all Service provided during the event and service month on the invoice. Under no circumstances will HCJFS make payment for any Services invoiced after two (2) months after the end of the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract.
- C. Vendor will indicate purchase order number and vendor number on all invoices submitted for payment.
- D. The Vendor warrants that claims made to HCJFS for payment for Services provided shall be for actual Services rendered and do not duplicate claims made by the Vendor to other sources of public funds for the same service.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Vendor 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 Vendor under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and consumer records used by Vendor 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 Vendor, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Vendor 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, Vendor shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Vendor agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Vendor 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 Services. 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 Vendor 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).

5. NON-EXCLUSIVE

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

6. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the Vendor from obtaining and working under an additional contractual arrangement(s) with other parties aside from HCJFS, assuming that the contractual work in no way impedes the Vendor's ability to

perform the Services required under this Contract. The Vendor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any Contract that will impede its ability to perform the Services under this Contract.

Vendor 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. Vendor 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.

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

7. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree this Contract shall not be assigned by Vendor without the prior written approval of HCJFS. Vendor may not subcontract any of the Services without the express written consent of HCJFS. Notwithstanding any other provisions of this Contract affording Vendor an opportunity to cure a breach, Vendor 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. Vendor agrees it will remain primarily liable for the provision of all Services and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Vendor must notify HCJFS within one (1) business day when Vendor knows or should have known the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Vendor will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Vendor is terminated. Vendor shall provide HCJFS with written documentation regarding how compliance will be achieved.

Under such circumstances, Vendor 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. Vendor is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

8. GOVERNING LAW

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

9. 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.

The Vendor 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.

10. 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.

11. TERMINATION

A. Termination for Convenience

1. By HCJFS:

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

2. By Vendor:

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

B. Termination for Cause by HCJFS

If Vendor fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Vendor otherwise materially breaches this Contract, HCJFS may consider Vendor in default. HCJFS agrees to give Vendor thirty (30) days written notice specifying the nature of the default. Vendor 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 Vendor fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Vendor.

If Vendor 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 or 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 Vendor.

C. Effect of Termination

1. Upon any termination of this Contract, Vendor shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) 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 Vendor.
2. Vendor, upon receipt of notice of termination, shall 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. Vendor shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Vendor. HCJFS may withhold any compensation to Vendor for the purpose of off-set until such time as the amount of damages due HCJFS from Vendor is agreed upon or otherwise determined.

12. COMPLIANCE

Vendor certifies that Vendor and all subcontractors who provide direct or indirect Services under this Contract will comply with all requirements of federal laws and regulations, applicable 2 CFR 200 , state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

Vendor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Vendor's full time employees.

13. NON-DISCRIMINATION IN EMPLOYMENT

Vendor 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 Ohio Civil Rights Law.

During the performance of this Contract, Vendor 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. Vendor 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. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Vendor complies with all applicable federal and state non-discrimination laws.

Vendor, or any person claiming through the Vendor, 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 Vendor.

14. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

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

- B. Vendor shall post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.

15. VENDOR SOLICITATION OF HCJFS EMPLOYEES

Vendor warrants that for one (1) calendar year from the termination of this Contract with HCJFS, Vendor will not solicit each other’s employees for employment. The term “Vendor” includes any agent or representative of the Vendor.

16. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership,

association or joint venture with the Vendor in the conduct of the provisions of this Contract. The Vendor 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.

17. DISCLOSURE

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

18. 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.

19. NO ADDITIONAL WAIVER IMPLIED

If HCJFS or Vendor 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.

20. CONFIDENTIALITY

Vendor agrees to comply with all federal and state laws applicable to HCJFS and the confidentiality of HCJFS consumers. Vendor understands access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Vendor 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. Vendor will ensure all consumer documentation is protected and maintained in a secure and safe manner.

21. AUDIT REQUIREMENTS

A. Vendor 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.

Vendor 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, Vendor may be asked to sign a Repayment Agreement with HCJFS. Vendor agrees HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract. If repayments are not made according to the Repayment Agreement terms, HCJFS may, in its sole discretion, elect to withhold future payments to Vendor until the Vendor has repaid to HCJFS the funds in full. Payments withheld 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.

B. Vendor agrees to give HCJFS a copy of Vendor's most recent annual report and most recent annual independent audit report within fifteen (15) days of receipt of such reports.

C. HCJFS reserves the right to evaluate programs of Vendor 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 Vendor for these evaluations.

22. WARRANTY

The Vendor warrants that the Services shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

23. 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 Vendor 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 Vendor 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.

24. 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 provided, however, that Vendor 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 Vendor'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.

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

25. LEGAL ACTION

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

26. PUBLIC RECORDS

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

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

27. DRUG-FREE WORKPLACE

Vendor certifies and affirms Vendor will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F. Vendor 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.

28. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

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

29. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Vendor 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 Vendor 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 Vendor's performance under the Contract. Except where HCJFS approval has been granted in advance, Vendor 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 Vendor 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, Vendor agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Vendor from using Contract information and results to market to specific consumers or prospects.

30. AMENDMENTS

This writing constitutes the entire agreement between Vendor and the County 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 Vendor and the County and effective as of the date of enactment of the law, statute, or regulation.

31. INSURANCE

Vendor 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 Vendor. 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. Vendor 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. 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).
- C. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- D. The Vendor further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be emailed to the Hamilton County Risk Manager at COI@hamilton-co.org and to

Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov. The forms must state the following: “Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement on the commercial general, business auto and umbrella/excess liability policies.”

3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov.

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

5. The 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 Vendor’s obligation to maintain such insurance.

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

7. If Vendor provides insurance coverage under a “claims-made” basis, Vendor 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 Vendor was under Contract with the County on behalf of HCJFS.

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

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

10. Vendor'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 Vendor's insurance and shall not contribute to it.

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

32. WAIVER OF SUBROGATION

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

33. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Vendor 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, to the Vendor’s negligence or intentionally wrongful Conduct arising out of the contract including, without limitation, by Vendor, its subcontractor(s), Vendor’s or its subcontractor’s (s’) employees, agents, assigns, and those designated by Vendor to perform the work or Services encompassed by the Contract. Vendor agrees to pay all Damages of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

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

34. LOBBYING

During the term of this Contract, Vendor warrants and represents that Vendor 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. Vendor further warrants and represents that Vendor 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 Vendor fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate this Contract.

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. The County 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 the County, then Vendor agrees to and by executing this Contract hereby does assign to the County all worldwide rights, title, and interest in and to the Deliverables. The County acknowledges that its sole ownership of the Deliverables under this Contract does not affect Vendor’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Vendor prior to or as a result of this Contract or that are generally known and available.

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

36. DEBARMENT AND SUSPENSION

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

37. FAITH BASED ORGANIZATIONS

If Vendor is a faith based organization, Vendor agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on 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 the Vendor. If any consumer objects to the religious character of the organization, Vendor will immediately notify HCJFS.

38. CHILD SUPPORT

Vendor agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring Vendor and Vendor's employees meet child support obligations established under state or federal law. Further, by executing this Contract, Vendor 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.

39. 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, Vendor warrants and represents a finding for recovery has not been issued to the Ohio Auditor of State. Vendor further warrants and represents Vendor shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

40. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Vendor 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. Vendor 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).

41. ENERGY POLICY AND CONSERVATION ACT

Vendor agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which 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).

42. 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.

42. 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.

43. CONTRACT CONTACTS

A. HCJFS Contacts

Vendor should contact the following HCJFS staff with questions:

Name	Email/Phone #	Department	Responsibility
Kris Bullock	Kristin.Bullock@jfs.ohio.gov 946-0959	Contract Services	contract changes, contract language
Budget Office	946-2461	Fiscal	billing & payment
		Management	program

B. Vendor Contacts

HCJFS should contact the following Vendor staff with any questions:

Name	Email/Phone #	Department	Responsibility
		Vendor	Training Curriculum

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

SIGNATURES

Board of County Commissioners,
Hamilton County, Ohio

Provider

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title _____
(Print)

Date: _____

Date: _____

Recommended By:

Michael Patton, Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Date: _____

Approved as to form:

By: _____
Prosecutor's Office
Hamilton County, Ohio

Date: _____

Prepared By KB
Checked By _____
Approved By _____

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 5/10)

I. Overview

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

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

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

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

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

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

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

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

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

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff is aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of 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.	1. Does the agency have a Quality Improvement program? 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? 3. Is there a client satisfaction mechanism in place? 4. How are client contacts, referrals, service delivery measured and tracked? 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? 6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making? 7. Grievance process available - easily accessible to clients? Process for tracking and reporting individual and aggregate data on grievances? 8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues? 9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed?

Hamilton County Department of Job and Family Services
Provider Certification Document

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

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

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

NOTES:

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

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

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

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

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

Additional comments/notes for Section B:

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

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

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

Additional comments/notes for Section C:

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

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
www.hcadopt.org
www.hcfoster.org

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

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

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

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

NOW THEREFORE

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

Signature _____ Date _____

A. Criminal Record Check

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

ATTACHMENT G

RFP Registration Form

REGISTRATION FORM

RFP: KB03-24R, Staff Training for HCJFS

April, 2024

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

Kris Bullock
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202

Email: hamil_contractservicesprocurementbullock@jfs.ohio.gov

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 rejection of the Providers Proposal, including attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the 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 **May 8, 2024 no later than 4:00 p.m. EST.**

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

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.

Please email this completed page to HCJFS Contract Services (Kris Bullock) to hamil_contractservicesprocurementbullock@jfs.ohio.gov