

**Request for Proposals
Publicly Funded Child Care Services
For
Training, Certification, and Eligibility**

Issue Date: Friday, April 27, 2018; 8:00 am

Closing Date/ Time: Tuesday, May 22, 2018; 10:30 am

Contact Person:

**Bob Anderson
Sandusky County Department of Job and Family Services
2511 Countryside Drive
Fremont, Ohio 43420
(419)334-3891**

PART I – Background

The Sandusky County Department of Job and Family Services (hereinafter referred to as The Department), is seeking proposals for the delivery of publicly funded child care services. These services include training for Type A and Type B child care providers and In-Home Aids, recommendations for certification to ODJFS and inspections for the continuation of licensure of Type A and Type B child care providers and providing eligibility and ongoing case management for Sandusky County consumers eligible for publicly funded child care services and other additional services for publicly funded child care program.

The closing date for proposals is Tuesday, May, 22, 2018, at 10:30 am. Proposals must be received by the closing date and time, at the office of the Sandusky County Board of Commissioners, 622 Croghan St., Fremont, Ohio 43420 in accordance with instructions contained in this Request for Proposals.

A Pre-Bid Opening Conference will be held on Thursday, ***May, 10, 2018, at 1:00 pm.***, at the Sandusky County Department of Job and Family Services, 2511 Countryside Dr., Fremont, Ohio 43420. ***This is the only scheduled Pre-Bid Opening Conference and all Bidder (herein also referred to as Contractor) questions will only be answered at this meeting.*** Reservations for attendance at the Pre-Bid Conference must be made before Wednesday, ***May, 9, 2018, at 4:30 pm.*** by contacting Bob Anderson, Fiscal Supervisor, Sandusky County Department of Job and Family Services, 2511 Countryside Drive, Fremont, Ohio, 43420, 419-334-3891 or email to Bob.Anderson2@jfs.ohio.gov.

This Request for Proposal is divided into three (III) Parts. Part I explains the *Background* pertinent to Publicly Funded Child Care Services. Part II explains *Objectives, Scope of Work and Deliverables*. Part III explains the details of the *Proposal Guidelines, Completing and Submitting Bids, Proposal Format, Rating Scale*, and the *Contract Provisions* for all parts.

Bidder should be aware that SCDJFS projects an approximate funding level of \$140,000.00 for this contract; however, the amount is subject to change based upon service needs, enrollment numbers, Ohio Department of Job and Family Services funding commitments and contract negotiations. All Requests for Proposals are contingent upon, among other things, availability of funds.

PART II – Objectives and Deliverables

The Department estimates approximately 650 children (350 families) may be eligible to receive Publicly Funded Child Care services. However, it is possible that more or less participants, customers and/or families will be referred based upon unforeseen circumstances in the economy or program funding. The Department also estimates there will also be approximately 50 Type A

and Type B homes that will need on-going inspections and recommendations for licensure to ODJFS. On average the Department receives approximately 19 new provider applications with an average of 6 approvals per year and the Department also receives approximately 329 client applications with an average of 106 approvals each year. In order to be consistent and fair, and to assist in budgeting and evaluation of this Request for Proposals, all Bidders will use 650 participants as the average number of Publicly Funded Child Care recipients and 50 Type A and Type B homes. For this Request for Proposals, Bidders will demonstrate in the Proposal, how their entity will ensure they deliver each of the items outlined in the objectives and deliverables listed below.

Anticipated Funding Level

Anticipated funding for Publicly Funded Child Services is expected to be \$140,000.00 per year for the life of the agreement.

Note: The allocation amounts listed above are estimates based on historical figures and anticipated future funding levels. Final allocation amounts will be updated each State Fiscal Year once they have been released by ODJFS.

Objectives

1) The objectives of this project include customer-focused and cost effective administration of child care services. More specifically the child care services will include eligibility determination, and on-going case management services to families. This includes certification, monitoring, and support of Type A and Type B homes and In-Home Aides, including providing payment information to the Ohio Department of Job and Family Services. Certification and inspection of Child Care Centers is not a county responsibility and such is not an included service of this RFP. However, some on-going support i.e. answering routine questions should be anticipated.

Deliverables

- 1) Proposer must meet the hardware and software requirements to allow connectivity to the State of Ohio's CCIDS (Child Care Information Data System) and OCLQS (Ohio Child Licensing and Quality System). The Department will provide assistance if needed in working with Ohio Department of Job and Family Services to meet this requirement.

- 2) Inspect and make recommendation to ODJFS licensing of Type A and Type B home providers or certify In-Home Aides in accordance with OAC 5101:2-13 and OAC 5101:2-14.

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- 3) Investigate all complaints and take appropriate action against any Type A and Type B or certified In-Home Aide in accordance with OAC 5101:2-13-03 and OAC 5101:2-14-07.
- 4) Make a recommendation to ODJFS to deny, revoke and/or suspend licenses or certifications in accordance with County Technical Assistance Letter 11 (Attachment K) OAC 5101:2-13-05 and OAC 5101:2-14-06 and prepare documents and attend administrative hearings if requested by the provider.
- 5) Determine eligibility for publicly funded child care services pursuant to OAC 5101:2-16-30, and pursuant to OAC 5101:2-16-34, 5101:2-16-35, 5101:2-16-35.1, and 5101:2-16-36.
- 6) Terminate child care benefits of eligible recipients in accordance with OAC 5101:2-16-35 and issue notice of termination in accordance to rules OAC 5101:2-16-35(H)(1) and OAC 5101:2-16-35(H)(2).
- 7) A monthly invoice must be submitted to SCDJFS by the 15th of the month following the month in which services were provided. The invoice will include Administrative and Non-Administrative costs for administering this program.
- 8) A plan for the delivery of publicly funded child care services shall be completed by the Proposer.
- 9) Send to the Sandusky County Board of Elections within 5 business days of the date received any voter registration forms received from Sandusky County residents. Submit to the Sandusky County Department of Job and Family Services at the end of each month the number of voter registration forms sent to the Sandusky County Board of Elections.
- 10) Provider will comply with all requirements set forth in Chapter 5104 of the Revised Code and Chapter 5101:2-13, Chapter 5101:2-14, Chapter 5101:2-15, Chapter 5101:2-16 and Chapter 5101:2-17 of the Administrative Code.
- 11) Provider will be responsible for updating rules, attending videoconferences, subscribing to on-line ODJFS manuals, etc.

SCDJFS shall be responsible for:

- 1) Payment to Provider for administrative and non-administrative fees in accordance of this contract. The administrative fees will be based on actual cost of the Publicly Funded Child Care Program. These costs will be submitted monthly to the Sandusky County Department of Job and Family Services. The maximum fee

payable for administrative services shall not exceed \$14,000.00 or 10% of the annual budget per fiscal year (September 1, 2018 – August 31, 2019).

PART III – Proposal Guidelines, etc.

Proposal Guidelines

Bidder must follow these guidelines:

- A. Proposals must clearly delineate specific Publicly Funded Child Care services.
- B. Entity submitting proposal must clearly outline all services in the proposal and the costs associated with that service with the understanding that due to funding one or more of the listed services may be eliminated at any time.
- C. Failure to clearly address how each of the *Objectives, Scope of Work, and Deliverables* will be provided by the bidder may result in immediate dismissal of consideration.
- D. Budget outlined in proposal must clearly identify cost allocation method used to determine administrative costs for this program, and delineate those administrative costs. Administrative costs assigned to this contract will not exceed 10% of the total service expenditures. Budget submitted should follow attached Budget Worksheet (*ATTACHMENT A*).
- E. SCDJFS is seeking to contract with a vendor to perform services from approximately September 1, 2018 through August 31, 2020. Subject to funding appropriations and SCDJFS approval, the contract period is expected to run from approximately September 1, 2018 through August 31, 2020, with two (2), one (1) year renewal options. Contract to be in effect, contingent upon satisfactory performance and continued availability of funding from September 1, 2020 through August 31, 2021 and September 1, 2021 through August 31, 2022. Renewal is contingent upon the availability of funds and satisfactory performance by the vendor, and is subject to approval by SCDJFS.
- F. From the issuance date of this RFP, until the contract award has been formally announced by SCDJFS, there may be no communications concerning the RFP between any vendor which expects to submit a proposal and any employee of Sandusky County, SCDJFS or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the bidder. The only exceptions to this prohibition are as follows:
 - 1. Communications conducted pursuant to the Question and Answer Period;
 - 2. As necessary in any pre-existing or on-going business relationship between

aforementioned entities and any vendor which could submit a proposal in response to this RFP;

3. As part of a clarification question to make a final selection;
4. If it becomes necessary to revise any part of this RFP, SCDJFS will notify only those vendors who were sent or requested an RFP package.*
5. Any Public Records Request (PRR) made through any of the aforementioned entities:

* **Important Note:** SCDJFS will not specifically notify any vendor of changes or announcements related to this RFP unless the vendor has requested an RFP according to instructions herein.

SCDJFS is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source different from the Question and Answer process described in this RFP. Any attempts at prohibited communications by vendors may result in the disqualification of those vendors' proposals.

Completing and Submitting Bids

- A. All proposals must be submitted in the format of **ONE original hard copy and TWO CD-ROMs** with the proposal in Microsoft Word for all documents (Budgets may be submitted in Microsoft EXCEL; however, the format must be the same as the Budget Sheet attached as *ATTACHMENT A*). All scanned supporting documents must be in Acrobat Reader (*.pdf) or Tagged Image File (*.tif). The CD-ROMS shall be clearly labeled designating the appropriate format. **All proposals must be submitted to the Sandusky County Board of Commissioners, Sandusky County Courthouse, 622 Croghan St., Fremont, Ohio 43420.** Proposals and all supporting documentation must be contained in **sealed envelopes marked "Proposal for The Sandusky County Department of Job and Family Services, Publicly Funded Child Care Services."** The Board of Sandusky County Commissioners will accept sealed proposals including supporting documentation, **until 10:30 am., Tuesday, May 22, 2018;** at which time the Request for Proposals will be opened publicly and read aloud. Request for Proposals must be submitted timely and in the stated format. The proposals may either be submitted via regular mail or in person. **Faxed or E-mail applications will not be accepted.** Failure to follow the format may result in immediate exclusion from consideration. Request for Proposals will be subject to the general requirements and general terms as set forth by the Department.
- B. The **ORIGINAL HARD COPY** should be on white 8 ½ X 11 inch paper, with font in "Times New Roman" 12 point, single spaced and single sided with all originally signed pages, assurances and certifications.
- C. **ONE CD-ROM** should contain **ALL** documents of the **ORIGINAL HARD COPY** in

electronic format. Narrative documents should be in Microsoft Word. The budget may be in Microsoft Word or Microsoft Excel; however, if the Excel format is used, the document shall have the same appearance and layout as the Budget Sheet attached as ATTACHMENT A. All supporting documents, including signature documents shall be scanned or created in Tagged Image File (*.tif) or Acrobat Reader (*.pdf).

- D. The **second CD-ROM** shall contain **ALL** documents of the **ORIGINAL HARD COPY** in electronic format as stated in the previous paragraph. **HOWEVER, ALL IDENTIFYING INFORMATION OF THE BIDDER MUST BE REDACTED OR REPLACED WITH NON-IDENTIFYING VERBAGE (i.e., “BIDDER,” “COMPANY,” “AGENCY,” etc.)** All supporting documents, including signature documents shall be scanned or created in Tagged Image File (*.tif) or Acrobat Reader (*.pdf) **without** identifying information of the Bidder. **Failure to redact all identifying information may result in rejection of the proposal.**
- E. For purposes of this Request for Proposals, the Department will utilize the Sandusky County Department of Job and Family Services’ website at <http://www.sanduskycountydjfs.org/bid.htm> as the only source of communication from the Department and potential bidders. Beginning Friday, April 27, 2018, interested parties can download the Request for Proposals (RFP).
- It is the Bidder’s responsibility to check the web page frequently to stay informed and up-to-date throughout the RFP process. Bidders without the capacity to download large electronic files may contact Bob Anderson, Fiscal Supervisor, Sandusky County Department of Job and Family Services, 2511 Countryside Drive, Fremont, Ohio, 43420, 419-334-3891, Bob.Anderson2@jfs.ohio.gov to request a hard copy of the RFP.
- F. Beginning with the release of the RFP on Friday, April 27, 2018, bidders may only submit questions via fax at 419-332-2156 to **Attention: Bob Anderson and Rating Committee** or by e-mail to Bob.Anderson2@jfs.ohio.gov. using the subject line **Attention: Rating Committee**. Questions will not be answered verbally, by fax, by mail or via e-mail prior to the bidder’s conference. All questions and answers will be addressed at the Pre-Bid Conference and will be posted on the Sandusky County DJFS website (<http://sanduskycountydjfs.org/bid.htm>) on or before, 4:30 pm, Monday, May 14, 2018. Bidders are encouraged to attend the bidder’s conference. **Questions will not be accepted after 12:00 (noon) pm, Wednesday, May 9, 2018.**
- G. All timely proposals will be reviewed based upon the criteria listed in this section. The selected bidder proposal and rejected bidder proposals will be notified in writing by a representative of The Department. The written notice will constitute as official notification of selection of the Request for Proposals. All proposals will be reviewed by a committee comprised of program and fiscal staff of the Sandusky County Department of Job and Family Services. The committee will make a recommendation to the Director of

the Sandusky County Department of Job and Family Services. The Director will make a recommendation to the Sandusky County Commissioners. The start up, initiation, implementation, service delivery, and evaluation of the program will be from the date of the execution of contract to the termination of the contract. Requests for Proposal will be rated against a total value of 100 possible points. All bids will be rated in accordance with the rating scale in *ATTACHMENT B*.

- H. In accordance with Ohio Revised Code Section 307.88, all proposals with an annual cost in excess of \$10,000 must be accompanied by a performance bond or certified check in the amount equal to 5% of the Proposal amount. According to Ohio Revised Code Section 9.311, a bid for a contract with the state or any political subdivision, district, institution, or other agency of the state, for the rendering of services, or the supplying of materials, or for the construction, demolition, alteration, repair, or reconstruction of any public building, structure, highway, or other improvement shall be deemed nonresponsive and shall be rejected if the bidder submits with his bid a bid bond, performance bond, payment bond, or combination of those bonds, executed by a surety **not licensed**, or a surplus lines company **not approved**, by the superintendent of insurance to execute such a bond in the state. All of bonds shall affirmatively state on their face that the surety is authorized to execute bonds in the state and that the liability incurred is within the limits of section 3929.02 of the Revised Code. Failure to include this statement shall not cause the bid to be deemed nonresponsive and rejected if the surety is in fact authorized to execute bonds in the state and the liability incurred is within the limits of section 3929.02 of the Revised Code
- I. All proposals become the property of The Board of Sandusky County Commissioners and will be a matter of record. The Board of Sandusky County Commissioners will have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this Request for Proposals. Selection or rejection of the proposal will not affect this right.
- J. A contract will be awarded to the lowest and best proposal for each part which, in the judgment of the County officials, is in the best interest of the county and/or the Department. The Board of the Sandusky County Commissioners reserves the right to reject any and all proposals, and to waive any informalities.
- K. All respondents to this Request for Proposals are hereby advised that due to the complex and technical nature of this service, it is impossible to write specifications covering all service provisions. Therefore, the County and/or Department reserves the right to award a contract or contracts on factors other than price. The contract award or awards will be made to the responsible Contractor or Contractors whose proposal(s) will be the most advantageous to the procuring party, past performance, experience, compliance with proposal specifications, prices, and other factors considered in that order.

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- L. All costs directly related to preparation of the Request for Proposal will be the sole responsibility of, and will be borne by submitting Contractor.
- M. This Request for Proposals does not constitute an offer. Acceptance of proposals for review does not commit The Department to award a contract, nor is The Department liable for any costs incurred in the preparation of a proposal.
- N. The Department is seeking to contract with a vendor to perform services from approximately September 1, 2018 through August 31, 2020. Subject to funding appropriations and The Department approval, the contract period is expected to run from approximately September 1, 2018 through August 31, 2020, with two (2), one (1) year renewal options. Contract to be in effect, contingent upon satisfactory performance and continued availability of funding from September 1, 2020 through August 31, 2021 and September 1, 2021 through August 31, 2022. Renewal is contingent upon the availability of funds and satisfactory performance by the vendor, and is subject to approval by The Department at the option of The Sandusky County Department of Job and Family Services, and the Board of Commissioners of Sandusky County, a contract may be extended two additional one-year periods with no increase in transaction cost or decrease in service and all other terms of contract remains.
- O. Contractors submitting bids in excess of \$100,000 must abide by the following additional requirements (*ATTACHMENT C*):
 - a. A certification that the contractor is not on the EPA List of Violating Facilities, but is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR Part 15. The Contractor shall be required to report any violations to the State/County agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).
 - b. A certification that the contractor and/or its principals are or are not on the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689.
 - c. A certification that the contractor will not and has not used 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, officer 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 USC 1352. The contractor shall also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

- P. Contractor must perform its obligation under the agreement in conformity with all applicable laws, regulations, procedural requirements, either Federal, State or local.
- Q. All current and potential charges regarding this service must be in the total budgeted costs unless the Department approves of a special separate charge.
- R. Contractor must supply safe storage for all records to protect the records against loss, theft or destruction.
- S. Contractor must have edits built into the Contractor's invoice system to safeguard against over billing.
- T. Contractor must agree that when any warrant issuance results in an overpayment, the Department shall be reimbursed by check by the Contractor within thirty (30) days of discovery of the error if the Department has previously reimbursed the Contractor for this claim.
- U. Contractor must agree to retain all records pursuant to agreements for a minimum of three years after final payment. If any litigation, claim, audit, negotiation or other action involving the records occurs, the records must be retained with the completion of the action. Any fully authorized representative shall have immediate access to all records upon requests.
- V. Contractor will maintain in force for the life of the contract insurance covering liability of the insured against all risks of physical loss, shortages, or damages from an external or internal cause including employee infidelity, theft of funds, property damage and personal injury by accidents, theft, vandalism, etc. **Proof of Insurance must be submitted with the proposal.** Employers' liability coverage limits will be \$1,000,000 per claim and \$1,000,000 in annual aggregate. Professional liability and commercial general liability coverage, including sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, products liability and fire damage with limits not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Provider or the Provider's employees, agents or volunteers. The liability policies shall name SCDJFS, the Board of County Commissioners and its employees as Additional named Insured
- W. Contractor agrees to the fact that the Contractor's insurance policy and the certificate of insurance furnished to the County will contain a provision providing that, in the event of cancellation or non-renewal of the policy, the County shall be given thirty (30) days prior written notice.

- X. Contractor must agree that reimbursement payable under contract is subject to availability of Federal, State and County funding. If during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. Only Contractors who have requested proposals from the Department will be notified of the cancellation at the earliest possible time.
- Y. Contractor must agree that in the event of breach of contract by the Contractor the Department reserves the right to legal, administrative and contractual remedies.
- Z. Contractor must agree that the contract may be terminated by either party with thirty (30) days written notice to the other party.
- AA. Contractor must agree to comply with all proposal specifications regardless of whether or not individual items are specifically addressed in contract form.
- BB. Contractor must provide a disclosure of any pending or threatened court actions and/or claims against the Contractor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.
- CC. Contractor must provide a certification that it is in compliance with standards of conduct under Ohio Revised Code Sections 102.03, 102.04, 2921.42 and 2921.43. Contractor will not promise, or give to any Department employee anything of value that could influence that employee in their decision on awarding contracts. Contractor will not try to influence an employee of the Department to violate any procurement policy of the Department or County, and/or of the Ohio Revised Code, or Federal Procurement Regulations.
- DD. An interested party may dispute a solicitation or other request by the Agency for offers for a contract; for the procurement of property or services; the cancellation of such a solicitation or other request; an award or proposed award of such a contract; and a termination of such a contract, if the dispute alleges that the termination was based on improprieties in the award of the contract. Disputes must be submitted in accordance with the Department's policy (Attachment J).

Proposal Format

Proposals must be assembled according to the following outline and format. The forms necessary to provide the referenced information are included in the Request for Proposal Response Section. Failure to follow the outline may result in rejection of the proposal.

Section 1:

1. Request for Proposal Response Cover Page (Attachment D), with name of entity submitting proposal, address, contact person, telephone number, hourly rate to be charged, and total amount requested for contract.
2. Checklist for Submitting Proposal (Attachment E)
3. Entity qualifications and staff qualifications for this program
4. Memoranda of Understanding (if applicable)

Section 2:

1. Competitive Proposal Affidavit (Attachment I)
2. Representations, Assurances, and Certifications (Attachment F)
3. Certificate of Liability Insurance
4. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code: Campaign Contributions (Attachment G or H)
5. Additional Competitive Proposal Affidavit for bids over \$100,000.00 (Attachment C)

Section 3:

1. Program Narrative
2. Budget Summary (Attachment A)
3. Budget Narrative and Allocation Description
4. Miscellaneous documents pertinent to the Proposal

Contract Provisions

- A. Termination Provisions - the contract may be terminated by either party with thirty (30) days written notice to the other party. The Department will promptly pay the contractor for any outstanding amounts owed to the contractor.
- B. Contractor will invoice The Department, by sending an invoice to The Sandusky County Department of Job and Family Services on a monthly basis.
- C. The awarding and continuation of all contracts are based on the availability of funds.
- E. All information obtained by the contractor will become the property of The Department

and may be used by contractor only with The Department permission, subject to confidentiality regulations.

- F. Contractor must agree that it will be deemed an independent contractor and neither the Contractor nor its agents or employees are or will be deemed to be agents or employees of The Board of Sandusky County Commissioners, The Sandusky County Department of Job and Family Services, or of the State of Ohio; the Contractor will hold and save harmless the Sandusky County Department of Job and Family Services, the Sandusky County Board of Commissioners, and the State of Ohio from the claims of third parties arising out of any act or omission of the Contractor, its agents or employees, in the performance of the Contract.
- G. Contractor will be required to comply with Executive Order 11246 entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. Contractor will abide by all applicable nondiscrimination laws and regulations.
- H. Contractor will report to The Department any and all potential and actual patent rights under the contract involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and will report to the Department any copyrights and rights in data in accordance with 37 CFR Part 401 and any other regulations issued by HHS or FCS.
- I. Federal/state/county agencies, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor will be required to maintain all required records for three years after The Department makes the final payment and all other pending matters are closed.
- J. The Department will have all ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of the funds received under this contract. HHS, USDA, ODJFS and the Department reserve the royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for county, state and federal government purposes. Proprietary operating/Contractor software packages which are provided at established catalog or market prices and sold or leased to the general public are not subject to these ownership rights. Federal financial participation is not available for proprietary applications software designed specifically for human services programs.

- K. All case file records maintained by contractor will become the property of The Department at the end of the contract period, unless contract is renewed.
- L. Upon request, all contractor employees will sign and adhere to any confidentiality agreement developed by The Department.
- M. Equipment with a dollar value of \$50.00 or more, purchased to provide services, must be inventoried and maintained by the Contractor (Equipment is defined according to 45 CFR 74.2 and 45 CFR 95.703; however local rules indicate a lesser amount). Contractor shall follow 45 CFR 74.34 and/or 45 CFR 95.703 through 95.707, whichever is applicable, for the use, management and disposal of any equipment purchased under this contract.
- N. Contractor must follow all Federal, State and Local Procurement policies. Contractor will be required to abide by the most restrictive procurement policy including its own policy if one exists.
- O. Contractor agrees to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that Contractor's employees meet child support obligations established under state law. Further, by executing a contract, Contractor certifies present and future compliance with any order for the withholding of support which is issued pursuant to sections 3119 and 3121 of the Ohio Revised Code.
- P. Contractor must certify that its organization does not have an outstanding Finding for Recovery with the Ohio Auditor of State.
- Q. Nothing in the contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from the contract supplement and do not supplant existing services.
- R. The Department may monitor the manner in which the terms of the contract are being carried out in accordance with Monitoring Policy. Program monitoring will occur quarterly and Fiscal monitoring will occur annually. Contractor will be responsible to perform monitoring on any sub-contractor.
- S. Contractor must also ensure compliance with the following, as applicable: U.S. DOL regulations 20 CFR Part 652 and 48 CFR Part 31; Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, A-122, and A-133 as applicable.

Attachment A

Publicly Funded Child Care - RFP Budget Template

Bidder:

Program:

Federal ID Number:

Classification of Expenditures				Actual Expenses	
I. Personnel					
	A.	Salaries		\$-	
	B.	Payroll related expenses		\$-	
Total Personnel Costs				\$-	
II. Operations					
	A.	Travel and Short-Term Training		\$-	
	B.	Consumable Supplies		\$-	
	C.	Occupancy Costs		\$	
	D.	Indirect Costs		\$-	
	E.	Contract and Professional Services		\$-	
	F.	Other Miscellaneous		\$-	
Total Operational Costs				\$	
III. Equipment					
	A.	Depreciation		\$-	
	B.	Purchases		\$-	
	C.	Leased and Rented		\$-	
Total Equipment Cost				\$-	
Total Proposed Budget					
1	Total Program Expenses			\$	
2	Minus Contractor Program Income			\$-	
3	Total Proposal Amount			\$	
4	Total Proposed Units			0	
5	Proposed Unit Rate Per Hour			#DIV/0!	

Contract Proposal Budget Worksheet, Continued

STAFF COSTS

Program/ Project Name:

Bidder Name:

A. Salaries

Position Title	Number of Positions Requested	Annual Salary	Percent Allocated to Contract	Reimbursable Salary
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
Total Reimbursable Salaries				0

B. Payroll-Related Expenses

Item				Payroll-Related Expenses
PERS or Social Security				0
Worker's Compensation/ Unemployment Insurance				0
Retirement Expense				0
Hospitalization Insurance Premium				0
Other (specify)				0
				0
				0
				0
Total Payroll-Related Expenses				0

Contract Proposal Budget Worksheet, Continued
OPERATIONAL COSTS

Program/ Project Name:
Bidder Name:

A. Travel and Short-Term Training

Mileage Reimbursement (specify mileage rate)	
Short-term Training	
Total Travel and Short-Term Training	0

B. Consumable Supplies

Type	Consumable Supply Cost
Office Supplies	
Cleaning Supplies	
Other (specify)	
Total Consumable Supplies	0

C. Occupancy Costs

If renting facility: Rental @ \$ _____ per square foot	
If own facility: Usage allowance/ depreciation at _____% rate of original acquisition cost of \$ _____ by Program Square Footage Percentage (Program Square Footage of _____ divided by total Provider Square Footage of _____ = _____)	
Maintenance and Repairs	
Utilities (if not included in rental agreement)	
Heat and Light \$	
Telephone \$	
Water/ Sewer \$	
Total Occupancy Costs	

D. Indirect Costs

Identify Categories in Indirect Cost Allocation Plan and summary of cost allocation methodology	Amount
Total Indirect Costs	0

Contract Proposal Budget Worksheet, Continued
OPERATIONAL COSTS, Continued

Program/ Project Name:
Bidder Name:

E. Contract & Professional Services

Identify Each Contract or Service	Cost
Total Contract & Service Costs	0

F. Other/ Miscellaneous

Identify Each Cost Listed Under this Category	Cost
Total Miscellaneous Costs	0

Contract Proposal Budget Worksheet, Continued

EQUIPMENT

Program/ Project Name:

Bidder Name:

A. Equipment Subject to Depreciation

Equipment to be Depreciated	New or Used	Date Purchased	Quantity	Total Actual Cost	Salvage Value	Amount to be Depreciated	Useful Life	Chargeable Annual Depreciation
Total Equipment Depreciation Charges								0

B. Small Equipment Purchases (equipment costing under \$5,000)

Item	Quantity	Cost
Total Small Equipment Purchases		0

C. Leased & Rented Equipment

Item	Model & Year	Quantity	Cost
Total Leased & Rented Equipment			0

Attachment B – RATING SCALE

**PUBLICLY FUNDED CHILD CARE SERVICES
PROPOSAL EVALUATION CRITERIA**

**Organization Description
Maximum of 17 points total**

Organization Description	2 points	_____
Mission/Vision, Staffing, Service Expertise	3 points	_____
Connection of Proposal to Organization Goals	5 points	_____
Administration and Management Background	3 points	_____
Organizational and Staff Stability (2+ years)	4 points	_____

**System Experience and Development
Maximum of 23 points total**

System Experience Related to Proposal	7 points	_____
Administrative Experience	4 points	_____
Contract Management Experience	4 points	_____
Staff Qualifications to Deliver Proposed Design	4 points	_____
Record of Performance/Accountability	4 points	_____

**Financial Information
Maximum of 30 points total**

Rate Per Hour	15 points	_____
Reasonableness of Costs (based on review of budget)	15 points	_____

**Program Implementation Plan
Maximum of 30 points total**

Narrative of Certification for Type A and Type-B Child Care Providers and In-Home Aids	15 points	_____
Narrative of Eligibility determination for Agency Clients	15 points	_____

Attachment C
ADDITIONAL COMPETITIVE PROPOSAL AFFIDAVIT CERTIFICATION
FOR BIDS OVER \$100,000
State of Ohio

I, _____, _____,
(Name of person signing affidavit) (Title)

swear that _____
(Name of Individual, Corporation, or Organization)

I certify that my organization is not on the EPA List of Violating Facilities, but is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR Part 15.

I do certify that my organization is required to report any violations to the State/County agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

I do certify that my organization and/or its principals are not on the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689.

I do certify that my organization will not and has not used 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, officer 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 USC 1352.

I do certify that my organization shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

I certify that all information contained in this proposal is true and correct, and shall be open to verification, should The Department choose to do so.

Signature Date

Sworn to and subscribed before me this _____ day of _____

(Notary Public)

My Commission Expires: _____

_____, Ohio

Attachment D
Proposal for
Publicly Funded Child Care Services for the
Sandusky County Department of Job and Family Services

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____

Contact Person: _____

YEAR ONE (1) September 1, 2018 through August 31, 2019

Estimated number of units to serve _____

Billing Rate Per Hour \$ _____

Total Dollar Amount for the year \$ _____

YEAR TWO (2) September 1, 2019 through August 31, 2020

Estimated number of units to serve _____

Billing Rate Per Hour \$ _____

Total Dollar Amount for the year \$ _____

Attachment E
Checklist for Submitting Proposals

All proposals responding to the “**Proposal for The Sandusky County Department of Job and Family Services, Publicly Funded Child Care Services**” must include the following:

- Request for Proposal Response Cover Page
- Checklist for Submitting Proposal
- Entity qualifications and staff qualifications for this program
- Competitive Proposal Affidavit
- Representations, Assurances and Certifications
- Certificate of Liability Insurance
- Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code: Campaign Contributions
- Additional Competitive Proposal Affidavit for bids over \$100,000
- Program Narrative-following format of Criteria Rating Sheet
- Budget Summary
- Budget Narrative and Allocation description
- Miscellaneous Documents pertinent to the Proposal

Attachment F

REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS

Company Name: _____

Company Address: _____

Telephone Number: _____ FAX: _____

The name and telephone number of the person(s) who has the authority to submit proposals:

The name and telephone number of the person(s) who has the authority to sign contracts:

The legal status of the bidder's organization (e.g. corporation, sole proprietor ship, post-secondary education institution, etc.)

Date of establishment/ incorporation: _____

Federal Employer Identification Number (FEIN): _____

Worker's Compensation Account Number: _____

Unemployment Insurance Account Number: _____

Is the company co-owned or controlled by a parent company? _____ Yes _____ No

If yes, name of parent company: _____

Is the bidder authorized/ licensed to do business in the state of Ohio? _____ Yes _____ No

Is the bidder bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules? _____ Yes _____ No

If yes, has the company filed all required EEO reports to the necessary agencies? _____ Yes _____ No

The company certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds. _____ Yes _____ No

Does the company have current or future plans for a buyout or sale? _____ Yes _____ No

The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this Request for Proposals. Yes No

The company certifies it will not use the contract funds to lobby? Yes No

The company certifies it is a drug-free work place? Yes No

The company certifies it is not delinquent on any Federal debt? Yes No

Signature Date

Sworn to and subscribed before me this _____ day of _____

(Notary Public)

My Commission Expires: _____

_____, Ohio

- (c) A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust; (e) Any combination of persons identified in (a) through (d) of this section.

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

Further, Affiant sayeth naught.

[Signature]

[Title]

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

Notary Public – State of _____
My Commission Expires: _____

4. I further certify that if _____ is awarded a contract,
[Name of Entity]
the following persons shall, beginning on the date the contract is awarded and extending
until one year following the conclusion of that contract, maintain compliance with
division (I)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section,

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

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this ____ day of _____, 20__.

Notary Public - State of _____

My Commission Expires: _____

Attachment I
COMPETITIVE PROPOSAL AFFIDAVIT
State of Ohio

I, _____, _____,
(Name of person signing affidavit) (Title)

swear that _____
(Name of Individual, Corporation, or Organization)

(NON-COLLUSION AFFIDAVIT) its agents, officers, or employees have not directly, nor indirectly, entered into any agreements, participated in any collusion, nor taken any action to restrain free competition in connection with this proposal.

(NON-DISCRIMINATION AFFIDAVIT) its agents, officers or employees will not discriminate in the hiring of employees for work under this proposal or in providing services set forth in this proposal on the basis of race, color, religion, sex, age, disability, national origin or ancestry, or political affiliation or belief.

(PERSONAL PROPERTY TAX DELINQUENCY STATEMENT) The organization is not now charged with any delinquent personal property taxes on the general tax list of personal property of the county. If such delinquency is now charged, a statement setting forth the unpaid delinquent taxes and any due and unpaid penalties and interest now follows:

(CERTIFICATION). The information contained in this proposal fairly represents the organization and its proposed operating plans and price for the Scope of Services and Deliverables described in the Request for Proposals for the Publicly Funded Child Care Services. I acknowledge that I have read and understand the requirements and provisions of this Request for Proposals, and this organization is prepared to provide the Scope of Services and Deliverables, as specified in this proposal.

I certify that all information contained in this proposal is true and correct, and shall be open to verification, should The Sandusky County Department of Job and Family Services choose to do so.

I certify that I am authorized to sign the attached proposal, and to commit this organization to the provisions described in the Scope of Services and Deliverables, and other provisions contained in the Request for Proposals. Furthermore, I can and do certify that this is a firm offer to complete the items outlined in the Request for Proposals.

I further certify that my organization does not have an outstanding Finding for Recovery with the Ohio

Auditor of State office.

Finally, I do certify that this organization is not currently involved in any state of formal bankruptcy proceedings.

Signature

Date: _____

Sworn to and subscribed before me this _____ day of _____

(Notary Public)

My Commission Expires: _____

_____, Ohio.

Attachment J Dispute Resolution Process

Definitions:

For this section the following definitions will be utilized:

Interested Party -- an actual or prospective bidder, provider, contractor or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

Intervenor – An awardee if the award has been made or, if no award has been made, all bidders or offerors who appear to have a substantial prospect of receiving an award if the dispute is denied.

Agency – The Sandusky County Department of job and Family Services.

Days – Calendar days. In computing any period of time, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or holiday, the period extends to the next day that is not a Saturday, Sunday, or holiday. Similarly, when the Agency, where a submission is due, is closed for all or part of the last day, the period extends to the next day on which the agency is open.

Adverse Agency Action – Any action or inaction by the Agency that is prejudicial to the position taken in a Dispute filed with the Director or Designee of the Agency, including a decision on the merits of a Dispute; the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid or proposal despite a pending Dispute; or Agency acquiescence in continued and substantial contract performance.

Filed – A document is considered filed on a particular day when it is received by the Agency by 4:00 p.m., Eastern Standard Time, on that day. Disputes and other documents may be filed by hand delivery, mail, commercial carrier, or facsimile transmission. Hand delivery and other means of delivery may not be practicable during certain periods due, for example, to security concerns or equipment failures. The filing party bears the risk that the delivery method chosen will not result in timely receipt at the Agency.

General Information:

Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the bid contact person level through open and frank discussions. The Agency should provide for inexpensive, informal, procedurally simple, and expeditious resolution of protests. Where appropriate, the use of alternative dispute resolution techniques, third party neutrals, and another agency's personnel are acceptable protest resolution methods. The following procedures are established to resolve

agency protests effectively, to build confidence in the acquisition system, and to reduce protests outside of the agency:

Filing Disputes:

- A. An interested party may dispute a solicitation or other request by the Agency for offers for a contract; for the procurement of property or services; the cancellation of such a solicitation or other request; an award or proposed award of such a contract; and a termination of such a contract, if the dispute alleges that the termination was based on improprieties in the award of the contract.
- B. Disputes must be in writing and addressed as follows: Director, Sandusky County Department of Job and Family Services, 2511 Countryside Drive, Fremont, Ohio 43420, Attention: Dispute Resolution Request.
- C. The filed dispute shall include:
 - 1. The name, street address, electronic mail address, and telephone and facsimile numbers of the interested party,
 - 2. Be signed by the interested party or its representative,
 - 3. Identify the solicitation title and/or contract in dispute,
 - 4. Set forth a detailed statement of the legal and factual grounds of the dispute including copies of relevant documents,
 - 5. Set forth all information establishing the purpose of filing a dispute,
 - 6. Set forth all information establishing the timeliness of the dispute,
 - 7. Specifically request a ruling, and if desired a hearing, by the Director or Designee of the Department of Job and Family Services, and
 - 8. State the form of relief requested,
 - 9. Attach any documents to support the dispute.
- D. All dispute documents, once received by the Agency, are considered public record, unless the information provided is protected by Federal, State or local confidentiality laws and rules. If confidential information is contained in the dispute information, it shall be indicated by cover letter with the filed dispute.
- E. Upon receipt of a properly filed dispute:
 - 1. Before a bid award, a contract may not be awarded, pending Agency resolution of the dispute, unless a contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Agency, Federal, State or Local Governments. Such justification or determination shall be approved by the Sandusky County Prosecutor. If the bid award is withheld pending agency resolution of the dispute, the bid contact person will inform the offerors whose offers might become eligible for award of the contract.

2. within 10 days after notice of a contract award, the Agency shall immediately suspend performance, pending resolution of the dispute within the Agency, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Agency, Federal, State or Local Governments. Such justification or determination shall be approved by the Sandusky County Prosecutor.

Filing Timeframes:

- A. Disputes based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to the date of the bid opening.
- B. Disputes other than those covered by paragraph (A) of this section shall be filed not later than 10 days after the basis of the dispute is known.
- C. Untimely filed disputes will be denied and not considered.

Dispute issues not for consideration:

- A. Contract administration. The administration of an existing contract is within the discretion of the contracting agency. Disputes between a contractor and the agency are resolved pursuant to the clauses of the contract.
- B. Disputes which lack a detailed statement of the legal and factual grounds of dispute, or which fail to clearly state legally sufficient grounds of dispute.
- C. Subcontract disputes. The Agency will not consider a dispute of the award or proposed award of a subcontract.
- D. Suspensions and debarments. Challenges to the Federal or State Government suspension or debarment of contractors will not be reviewed by the Agency.

Hearings:

- A. At the request of an interested party or on its own initiative, the Director or Designee of the Agency may conduct a hearing in connection with a dispute. The request shall set forth the reasons why a hearing is needed to resolve the dispute.
- B. Prior to the hearing, the Director or Designee of the Agency may hold a pre-hearing conference to discuss and resolve matters such as the procedures to be followed, the issues to be considered, and the witnesses, if any, who will testify.
- C. Hearings generally will be conducted as soon as practicable. Although hearings ordinarily will be conducted at the Agency, hearings may, at the discretion of the Director or Designee of the Agency, be conducted at other locations, or by telephone or other electronic means.

- D. All parties participating in the dispute shall be invited to attend the hearing. In order to prevent the improper disclosure of protected information at the hearing, the Director or Designee of the Agency may restrict attendance during all or part of the proceeding.
- E. Hearings shall normally be recorded and/or transcribed. If a recording and/or transcript is made, any party may obtain copies at its own expense.
- F. If a witness whose attendance has been requested by the Director or Designee of the Agency fails to attend the hearing or fails to answer a relevant question, the Director or Designee of the Agency may draw an inference unfavorable to the party for whom the witness would have testified.
- G. If a hearing is held, each party shall file comments with the Director or Designee of the Agency within 5 days after the hearing was held or as specified by the Director or Designee of the Agency. If the interested party has not filed comments by the due date, the Director or Designee of the Agency shall dismiss the dispute.
- H. In post-hearing comments, the parties should reference all testimony and admissions in the hearing record that they consider relevant, providing specific citations to the testimony and admissions referenced.

Resolution:

- A. If the Director or Designee of the Agency determines that a solicitation, cancellation of a solicitation, termination of a contract, proposed award, or award does not comply with statute or regulation, it shall recommend that the Agency implement any combination of the following remedies:
 - (1) Refrain from exercising options under the contract;
 - (2) Terminate the contract;
 - (3) Re-negotiate the contract;
 - (4) Issue a new solicitation;
 - (5) Award a contract consistent with statute and regulation; or
 - (6) Such other recommendation(s) as the Director or Designee of the Agency determines necessary to promote compliance.
- B. In determining the appropriate recommendation(s), the Director or Designee of the Agency shall, except as specified in paragraph (C) of this section, consider all circumstances surrounding the procurement or proposed procurement including the seriousness of the procurement deficiency, the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the Agency, Federal, State or Local Governments, the urgency of the procurement, and the impact of the recommendation(s) on the Agency's mission.
- C. If the Director or Designee of the Agency determines that performance of the contract notwithstanding a pending protest is in the Agency's or Federal, State or Local Government's best interest, the Director or Designee of the Agency shall make its

recommendation(s) under paragraph (A) of this section without regard to any cost or disruption from terminating, re-negotiating, or re-awarding the contract.

- D. The Director or Designee of the Agency shall issue a written decision on a dispute within 65 days after it is filed.

Judicial Remedy:

- A. An interested party must immediately advise the Director or Designee of the Agency of any court proceeding which involves the subject matter of a pending protest and must file with the Director or Designee of the Agency copies of all relevant court documents.
- B. The Director or Designee of the Agency will dismiss any case where the matter involved is the subject of litigation before, or has been decided on the merits by, a court of competent jurisdiction.

Attachment – K
TA Letter 11

Ohio Department of Job & Family Services
Bureau of Child Care Policy and Technical Assistance
County Technical Assistance Letter 11
Type B Home Provider License Denial and Revocation Guidance
August 26, 2015
Updated April 13, 2016

Background

As of January 1, 2014, Type B Home providers are licensed by the Ohio Department of Job and Family Services (ODJFS). County agencies monitor licensed Type B Home providers and make recommendations to ODJFS for licensure approval, denial of an application for licensure and revocation of a license. This authority resides with ODJFS per Chapter 5104 of the Ohio Revised Code.

Actions

In an effort to assist county agencies in determining if an applicant/provider should be recommended to ODJFS for denial of an application or revocation of a license, ODJFS has developed a list of information to consider. All recommendations regarding a Type B Home applicant/provider's application denial or license revocation must be made by completing the JFS 01356 "Recommendation for Revocation/Denial of Type B License" form and submitting it along with documentation supporting the county agency's recommendation to ODJFS via email to the appropriate Regional email account:

ODJFS_TYPEB_REGION1@jfs.ohio.gov

ODJFS_TYPEB_REGION2@jfs.ohio.gov

Once a recommendation is received, it will be reviewed on an individual basis. If ODJFS accepts the recommendation for application denial or licensure revocation, the progression of the enforcement process will be dependent upon whether or not the applicant/provider requests a hearing.

Applicant/Provider requests a Hearing:

- The Proposed Adjudication Order (PAO) is mailed to the applicant/provider.
- The status of the applicant's application or provider's license will be updated to enforcement by state staff once receipt of the PAO by the provider is confirmed.
- The applicant/provider has 30 days from the mail date of the PAO to request a hearing with the Office of Legal and Acquisition Services (OLAS).
- Applicant/provider requests a hearing.
- Once a hearing is requested, the OLAS litigation coordinator:
 - Contacts the enforcement specialist and requests the PAO;

- Schedules a pre-hearing; and
- Assigns a hearing examiner.

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- The hearing examiner schedules the final hearing.
- After the hearing, the hearing examiner issues a report and recommendation.
- The applicant/provider has ten days to file objections if they disagree with the hearing examiner's recommendation.
- After the objection deadline passes, the director issues an Adjudication Order (AO) either revoking the license, denying the application or allowing for licensure.
- The applicant/provider has 15 days from the mail date of the AO to file a notice of appeal with ODJFS and with the court.
- The enforcement specialist checks with OLAS to determine if an appeal was filed.
- If the applicant/provider appeals, the enforcement specialist tracks the appeal progress with OLAS assistance.
- If the applicant/provider does not appeal, then the quality assurance administrator completes the application denial or license revocation in the system of record.

Applicant/Provider Fails to Request a Hearing:

- If the applicant/provider fails to request a hearing within the first 30 days after the PAO is mailed, the AO is mailed, the enforcement specialist emails a copy of the AO to the quality assurance administrator, Type B licensing supervisor and county agency.
- The applicant/provider has 15 days from the mail date of the AO to file a notice of appeal with ODJFS and with the court.
- If the applicant/provider fails to appeal the AO:
 - The enforcement specialist mails the applicant/provider a notice of closure letter and sends a copy of the letter to the technical assistance unit.
 - The technical assistance unit notifies the county agency to assist any caretakers who have children authorized to the provider, in finding alternate care.
 - The quality assurance administrator completes the application denial or license revocation in the system of record.
- The enforcement specialist emails the county agency to notify that the applicant's application has been denied or provider's license has been revoked.

If ODJFS does not accept the recommendation for denial or revocation from the county agency, the county agency will be notified of the denial and the reasons for denying the recommendation.

Factors to be Considered in a Denial or Revocation Recommendation Public Children's Services Agency Substantiated Finding

According to Ohio Administrative Code rule 5101:2-14-04(A)(9), if a Public Children's Services Agency (PCSA), a law enforcement agency or the court have determined that children have been abused or neglected while in the Type B Home or under the care of the Type B Home provider, then the county agency may recommend to ODJFS the denial of an application or revocation of a provisional or continuous license.

- Is there a substantiated PCSA finding?

1.) If yes, and the perpetrator is still in the Type B applicant's home, regardless of the time that has passed since the incident, an application for a license may be recommended for denial to ODJFS.

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2.) If yes, and the perpetrator is still in the licensed Type B provider's home, regardless of whether the perpetrator is present when the children are in care, the provider may be recommended for revocation to ODJFS.

Indicated PCSA Findings

Indicated PCSA findings of child abuse and/or neglect should be reviewed on an individual basis. Some information to consider when determining if the situation should result in a recommendation for application denial or revocation is listed below:

- The age of the person at the time of the offense.
- The nature and seriousness of the offense.
- The time elapsed since the disposition.
- Any additional incidents and circumstances, and if the circumstances are still present.
- The victim's age and health conditions at the time of the incident.
- When making an application denial or license revocation recommendation which includes an indicated PCSA finding, it is recommended that the county agency also provide any additional determined rule violations.

Completed Inspection/Investigation Reports

All completed inspections or complaint investigations need to detail the rule violations cited and corrective action plans submitted by the provider.

Provider Unavailable for Inspections

If a provider has moved or is routinely unavailable for inspections the county agency should include the following child care correspondence protocol:

- No Longer At Address
 - Check swipe history through EPPIC.
 - Attempt to contact the provider via phone.
 - Attempt to contact the provider via email.
 - Attempt to have the landlord, current resident, etc. submit statement that the provider is no longer at that address.

- Currently At Address
 - Attempt at least two unannounced licensing inspections.
 - Attempt at least one announced licensing inspection.
 - Check swipe history through EPPIC.
 - Mail and email a request to contact the licensing agency.
 - Attempt to contact provider via phone at least two times. If applicable, leave a message.
 - Attempt to contact provider via email at least one time.
 - Mail and email a final request to contact the licensing agency.

- Document all attempts to contact the provider with the date, time and method, to include, but not be limited to the following:
 - The opportunity to submit a voluntary closure letter.
 - Attempted visits including if the county agency left a card or notice that the county agency attempted a visit and requested that the provider contact the county agency to schedule a visit. (Reminder: Attempted visits must be at different times of the day and/or week.)

- Attempts to contact the provider by phone, if applicable, to schedule a visit.

Audio/Video/Electronic

The following types of documentation will be considered on a case-by-case basis:

- Social Media (i.e. “Facebook”).
- Audio/video recordings documented openly (without the use of hidden cameras) by parents, relatives and friends of children in care or recordings completed by children in care.
- Records from state systems obtained by staff utilizing the system for its intended purpose as a requirement of their work responsibilities within the system.

Acceptable Proof of Residency

- Rent/lease agreement with the individuals name, address, amount paid, and landlord’s name and phone number.
- Rent or mortgage receipts showing address.
- Current utility bills.
- Library card showing address.
- Voter’s registration card showing address.
- Correspondence sent to stated address.
- Public information (“Google” search).

Factors which are not Considered

- Protected/Confidential information.
- Records from state systems obtained by staff not using the system for its intended purpose, outside of their work responsibilities.

Meeting Confidentiality/Redaction requirements

All confidential information not related to the revocation case must be appropriately redacted prior to submission.

Additional Information

Mis-use of Ohio Electronic Child Care (ECC) Card

Instances where there is suspicion of a provider misusing the Ohio ECC card must be referred to the Program Integrity Unit at childcare_program_integrity@jfs.ohio.gov.

Program Integrity will complete a review of the case and if the provider agreement is terminated, the county agency may make a recommendation for revocation of the Type B Home provider’s license to the Office of Family Assistance.

Questions

If you have any questions, please call the Child Care Help Desk at 1-877-302-2347, option 4. You may also email the Child Care Technical Assistance email box at

CHILD_CARE_COUNTY_TECHNICAL_ASSISTANCE@jfs.ohio.gov .

Questions about existing cases should be directed to the enforcement staff member assigned to the case.