

**Board of Commissioners:**

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May 31, 2013

Dear Provider:

Hamilton County Job and Family Services (HCJFS), Butler County Children's Services (BCCS), and Clermont County Department of Job and Family Services (CCDJFS) have issued a Request for Proposal (RFP) SC0513-R seeking proposals for the purchase of Traditional Family Foster Care and Treatment Foster Care Placement services.

HCJFS, BCCS and CCDJFS are looking for organizations to provide Traditional Family Foster Care and Treatment Foster Care Placement services for the child welfare population of Hamilton County, Butler County, and Clermont County who meet Levels of Care criteria. In addition, these agencies are seeking service Providers who are able to increase stability for youth in placement, reduce the length of time a youth spends in care and enhance reunification and permanency options and outcomes for youth.

We are no longer mailing hard copies of the RFP to Providers. The RFP will be posted on each county's website. HCJFS' website: <http://www.hcifs.hamilton-co.org/RFP/rfp.htm> (select Partners then Procurement).

BCCS' website: <http://www.butlercountyohio.org/commissioner/>CCDJFS' website: <http://bcc.clermontcountyohio.gov/legalnotices.aspx>

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

Each provider who plans to submit a proposal to this RFP must register for the RFP. All registrations must be faxed or e-mailed to the RFP Contact Person, Sandra Carson at (513) 946-2384 or [carsos01@jfs.hamilton-co.org](mailto:carsos01@jfs.hamilton-co.org) by June 24, 2013. The RFP registration form is enclosed for your completion and return.

The RFP (Providers') Conference will be held on June 13, 2013, 1:00 p.m. – 4:00 p.m. EST at Butler County Children's Services, 300 North Fair Avenue, Hamilton, OH 45011. All interested Providers are highly encouraged to attend as the RFP process and requirements have changed from past RFPs; and to bring a printed copy of the RFP as these will not be provided at the RFP Conference.

Proposal submittal is due on or before July 26, 2013, no later than 11:00 a.m. EST at Butler County Children's Services, 300 North Fair Avenue, Hamilton, OH 45011. Provider must submit separate proposals for each county for which they are interested in delivering foster care services.

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

Sincerely,  
Sandra Carson  
Contract Manager

Adult Services/421-LIFE • Cash Assistance • Child Care Services  
Child Support Services • Children's Services/241-KIDS • Employment and Training  
Food Stamps • Medicaid • Mt. Airy Shelter • Tuberculosis Control





**REQUEST FOR PROPOSALS**

**FOR**

**TRADITIONAL FAMILY FOSTER CARE AND  
TREATMENT FOSTER CARE PLACEMENT  
SERVICES**

**RFP SC0513-R**

**Issued by**  
**HAMILTON, BUTLER AND CLERMONT COUNTIES (Members of SORC)**  
**222 E. CENTRAL PARKWAY**  
**CINCINNATI, OHIO 45202**  
**(May, 2013)**

**RFP Conference: June 13, 2013, 1:00 p.m. – 4:00 p.m.**

**Location: Butler County Children's Services**  
**300 North Fair Avenue**  
**Hamilton, OH 45011**

**Deadline to Register for the RFP: June 24, 2013**  
**Due Date for Proposal submission: July 26, 2013**

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# **REQUEST FOR PROPOSAL (RFP) FOR TRADITIONAL FAMILY FOSTER CARE AND TREATMENT FOSTER CARE PLACEMENT SERVICES**

## **1.0 REQUIREMENTS & SPECIFICATIONS**

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

Butler (BCCS), Clermont (CCDJFS), and Hamilton (HCJFS) Counties (members of SORC) are currently seeking proposals for the purchase of traditional family and treatment foster care placement services for youth in custody for whom it has been determined a traditional family and treatment foster care setting is appropriate. Submitting a proposal to this RFP which meets the minimum requirements of the Stage 1 review process will allow other counties in the State of Ohio the opportunity to execute foster care service contracts so long as the Provider and county jointly agree to enter into a contract.

Each county reserves the right to award multiple or no contracts to meet the needs of the child welfare population for this service.

### **1.2 Scope of Service**

The Counties are engaged in regional planning efforts to improve local capacity, safety, stability and permanency outcomes for children and families. As part of that effort, we seek traditional family foster care and treatment foster care placement service Providers who reinforce the value of serving youth within their community in a well-coordinated system of care which is seamless: for youth and families; culturally competent; responsive to children who have experienced trauma; standardized in terms of multi-disciplinary assessment; outcome driven; cost effective; and collaborative in building upon partnerships with providers and funders in sustaining quality services.

The Counties are looking for organizations to provide community-based traditional family foster care and treatment foster care placement services for the child welfare population of Hamilton, Butler and Clermont Counties who meet level of care criteria for a continuum of these placement settings. In addition, the agencies seek service providers who are able to: increase stability for youth in placement; maintain sibling placements; reduce the length of time a youth spends in care; achieve school stability and success; engage families; and enhance reunification and permanency options and outcomes for children. Service components within the foster care environment should include an array of individual supportive services that are responsive to the unique needs of children and families. These may include: wraparound; individual aid; birth parent coaching; and respite and crisis support to preserve placement stability and to promote reunification and permanency outcomes. Respite services targeted to kinship, adoption and birth families are available to be provided to maintain permanency efforts for children and families. Foster home recruitment efforts for agencies will focus on attracting a diverse pool of families to work with children with varying needs, and will focus on local recruitment of homes to expand capacity within and closely surrounding Hamilton, Butler and Clermont, Counties.

Providers who are able to offer a range of evidenced-based services to specialized populations including, but not limited to: youth with co-existing mental illness; sexual offending disorders; chronic medical conditions; and conduct/delinquent behavior disorders are desired. Youth will be discharged with improved ability to function in school, community and family living arrangements within birth, kin and adoptive environments. In a small percentage of cases, youth will be discharged to independent living settings or adult mental health or DD systems of care. Youth ages 13 to 21 must be provided adequate life skills training and preparation for emancipation. Providers must demonstrate their ability to use community resources and supports as a part of treatment planning and in support of continuity of care with existing services; and their capacity to communicate and work collaboratively with professionals, courts and the youth and the youth's family.

Each County's goal is to work with Providers who are able to meet the entire continuum of services. However, each County reserves the right to award contracts to successful Providers for all or some of the services proposed.

### **1.2.1 Population**

The following data is provided for planning purposes only. HCJFS, BCCS and CCDJFS do not guarantee that the current service levels will increase, decrease or remain the same. The number of youth in custody who require foster care placements vary from month to month.

#### **HAMILTON COUNTY**

- In 2012, there was an average of 803 youth placed in foster care at any point in time. Of those youth served:
- 452 (56 %) were placed in TFC-T. 74 % of youth were age 0 to 6, 20% were age 7 to 14 and 6% were age 14 to 21.
- 222 youth were placed in TFC-1. 24 % were age 0 to 6, 42% were age 7 to 14 and 34% were age 14 to 21.
- 109 youth were placed in TFC-3. 1% were age 0 to 6, 45% were age 7 to 14 and 54% were age 14 to 21.
- 22 youth were placed in TFC-SN. 32% were age 0 to 6, 32% were age 7 to 14 and 36% were 14 to 21.
- 
- 86% of Children 10 years of age and younger, were in Temporary Custody and 14% were in Permanent Custody. 46% of children 10 years of age and older were in Temporary Custody, 22% were in Permanent Custody, and 32% were in Planned Permanent Living Arrangement.

#### **BUTLER COUNTY**

- In 2012 there was an average of 369 youth in BCCS custody. This represents an approximate increase of 14% since 2009.

- At the end of December 2012, approximately 69% of youth in a foster home were placed with a network provider.
- Of those youth served in a network home, 11% are age 16 and older, 28% age 10-15, 15% age 6-9 and 46% are age 0-5.
- Approximately 65% of children in a network home are receiving traditional family foster care and 35% are receiving therapeutic foster care.

## **CLERMONT COUNTY**

- In 2012, CCDJFS averaged 309 youth in custody.
- On average, 125 youth were placed in a network foster home.
- Approximately 23% were age 0-5, 41% were age 6-13 and 36% were 14-18.
- 75% needed traditional level of care (LOC) services, 20% needed therapeutic low LOC services and 5% needed therapeutic high LOC services.

### **1.2.2 Service Components**

Services will be individualized and capitalize on the strengths of the youth and the family.

The following service components shall be available to youth residing in foster care:

1. Substitute Care - Provider shall make placements based on the foster home's ability to meet the needs of the child and the identified level of care as identified by the PCSA.
2. Referral Response Time - Provider must be able to respond to routine, emergent and after-hours placement requests. Emergent referrals require a response within one hour of referral to conduct a search for placement and provide same *day/after-hours* placement as requested. *Routine referrals* require a response within one day to indicate the agency's willingness and ability to seek out placement. After-hours placement requests require a response immediately.



3. Housing - traditional family and treatment family foster homes are in compliance with Ohio Administrative Code licensing requirements. Homes are available within the child's home school and community and are in close proximity to the child's family.
4. Transportation— to be offered at no additional cost for medical appointments, court, school (unless otherwise provided by the school district), youth employment, therapy appointments, youth and family team meetings, recreational activities, home visits and family visitations (supervised visits, sibling visits, etc.). Any person transporting a child shall have current, valid driver's license, safety restraints according to Ohio law and have current insurance; Medicaid is used to offset transportation costs whenever permissible.
5. Basic needs – Provider shall meet all basic needs for food, clothing and shelter. Meals are provided in accordance to a child's developmental, growth and health needs. Clothing is seasonally appropriate, in good condition and replaced as necessary to accommodate growth, weight and age. Provider shall purchase required school and work uniforms. Age and developmentally appropriate personal care items are provided at no cost to the child. This includes such items as body soap, shampoo, hair care products, shaving items, lotions, deodorant, etc
6. Educational and Employment Services- Educational services shall include advocacy, monitoring, record keeping, enrollment, and transitional planning support, collaboration and cooperation with efforts to promote school stability and success, ensure school attendance, and provide ongoing communication and information related to child's progress and needs to the PCSA. Provider shall work cooperatively with the custodial agency to ensure that youth include necessary educational supports and services. Foster parents will routinely participate in meetings to develop IEP's and educational planning for the child. Foster parent will cooperate and comply with evaluation and treatment services as recommended and coordinated through Help Me Grow.

Children shall be enrolled in a community based pre-school or head start at least part time prior to entering kindergarten. Foster parents will actively engage the youth in their pursuit of academic and learning interests, college and other vocational planning beyond high school. Provider shall assist child related to seeking and maintaining employment.

7. Case management - Case Management activities are performed for the purpose of providing, recording and supervising services to children and their parents, guardians, custodians, caretakers, or substitute caregivers. Case management is responsible for:
  - a. Coordinating interdisciplinary care services (i.e. clinical treatment, behavior management, education, health, nutrition, medication management, mental health, recovery, social and recreational services, life skills etc.);
  - b. Developing, in collaboration with the child and treatment teams, plans of care to meet each youth's needs and are most likely to reduce the time a youth spends in care and increase the likelihood of permanency; adjusting plans accordingly
  - c. Development of well defined, attainable, individual treatment goals that emphasize safety, permanency and well-being and are aligned with the youth's HCJFS case plan goals;
  - d. Identifying expected outcomes and guiding the youth and family towards these outcomes; and
  - e. Coordinating, monitoring and evaluating services required to meet youth's needs.

Case Management will not provide direct therapy or counseling to the child or foster parent.

8. Legal – Provider and foster parent will provide court appearances and testimony, and reports to the court; Foster parent is encouraged to attend court review hearings, semi-annual reviews (SAR) and youth should attend court hearings as permitted by their age, maturity, willingness and schedule.
9. Recreational and social activities – Children are actively engaged to participate routinely in age appropriate play, social and recreational activities designed to enhance self esteem, physical health, mental health and social wellness; Activities are age appropriate and consider the strengths, talents and needs of the youth. Provider shall offer basic financial support that enables participation in social and recreational activities. This includes dedicating discretionary dollars toward an allowance, transportation, school fees for participation in extra-curricular activities, camps, faith based activities, sports, dances and various social events.
10. Monthly Progress Reports- monthly progress reports will include well documented contact with youth, family, foster family and other professionals involved with the youth. Overall assessment of youth's progress, interventions utilized youth's ongoing adjustment to placement, safety and well being, family or sibling visits and efforts and activities geared toward permanency and discharge planning. Provider will record and submit this information on the Southwest Ohio Regional Collaborative (SORC) form.
11. Respite care – Provider shall submit a documented, defined, accessible respite, alternative care plan for all youth within 30 days of placement. This plan shall be submitted to the custodial agency in writing. Respite care will be consistent and familiar to the child and enable the child to continue daily life activities such as school, visitation, etc. The respite caregiver will have the knowledge and ability to respond to the child's needs while providing care. Provider must seek approval immediately or within 24 hours of a planned respite placement.

This should be the primary option available for a child when an unplanned temporary move is warranted due to an out of home care investigation, crisis for the child or emergency with the foster family that creates a circumstance where the family is temporarily unable to care for a child.

12. Crisis support- Crisis support plans will be developed within 90 days of placement and include the child and the child's treatment team. Plans are a well documented, individual crisis plan for each youth known to the child, foster parent and all staff charged with caring for the youth. Plans will be established to respond to the needs of the youth and reduce the incident of hospitalization, AWOL or aggressive behavior and will promote a positive outcome for the youth; Plans may not rely exclusively on police or hospital interventions. The custodial agency and all team members must approve the established plan.
13. Counseling/Assessment – Individual and family therapy provided on-site or arranged within the community and provided through a qualified clinician; the counselor is prohibited from serving a dual role as foster parent or child case manager. Children are provided consistency in therapeutic relationships whenever desired and feasible.
14. Limited English Proficiency- Interpreter or services available for youth with Limited English Proficiency.
15. Foster care licensing – recruitment, certification and recertification practices will, at a minimum, be in accordance with OAC 5101:2-5 regarding agency assessment of an Initial application for Foster Home Certification.
16. BCII/ FBI- all Provider's employees, including foster parents and volunteers, must submit to a BCII/ FBI check and be cleared for all offenses as described in OAC 5151:2-5-09. Provider warrants and represents it will comply with ORC 2151.86 and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport youth.

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), Federal Bureau of Investigation (FBI) and obtain a criminal record transcript from the local Police Department or the appropriate County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing Services. Provider shall not assign any individual to work with or transport youth until a BCII/ FBI report and a criminal record transcript has been obtained. A BCII/FBI report must be dated within six (6) months of the date an employee or volunteer is hired.

An annual record transcript will be obtained from the local Police Department or appropriate County Sheriff's Office. In addition, all employees, volunteers and interns who provide direct care to children, must obtain an annual criminal check report from BCII/FBI. For all foster parents who are currently being run through an Instant Notification area or Criminal Justice Information System (CJIS) system , BCII and FBI reports will be obtained every two (2) years for foster parents within six (6) months of recertification. Foster Parents who reside outside of these daily criminal run areas are required to obtain an annual BCII/FBI check.

17. Quality Improvement (QI) Outcomes- established outcome measurement practices.

Outcomes are utilized to inform agencies of quality improvement initiatives and service effectiveness. Annual reports are to be made available to The Counties and include outcomes related to:

- a. Clinical services and effectiveness of treatment;
- b. Academic stability and success;
- c. Stability of placement;
- d. Discharge.
- e. Incidence of abuse/neglect;
- f. Youth and family satisfaction; and
- g. Foster parent and staff development training including evidence based practices.

18. Child placement and matching activities:
- a. Children are placed in close proximity to identified community, school, social and family supports;
  - b. Children are placed with siblings; and
  - c. Children are matched with families who are able to respond to their unique characteristics, needs and strengths and incorporate the child successfully into the family unit.
  - d. Children are stable and maintained within a family throughout an episode of care.
  - e. Children are provided an opportunity to meet and visit with the family prior to placement whenever feasible.
19. Health Care- All youth are to be provided with timely, routine and specialized medical, vision, and dental care in accordance with the Ohio Administrative Code and agency policy. Documentation is submitted to the public children services agency within 15 days of service.
20. Discharge and Transition Planning and Activities- Discharge and transition planning will be initiated at youth's intake in collaboration with youth, guardian and identified unification persons and is to be monitored every 30 days thereafter. Provider shall make available reasonable services to protect youth/others and assist agency with the discharge and transition process. Discharge and transition planning will include time frames and recommendations for step down services and accompanying discharge reports and summaries including:

*Prior to Discharge and Transition:*

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

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

- b. Provider shall prepare an updated DAF (diagnostic assessment) or psychological report for any child receiving behavioral health services.
- c. Provider shall work cooperatively with the child's team to coordinate all necessary transitional services such as living arrangements, health, independent living, education, medication, community support, behavioral health, visitation/ pre-placement visits and after care services. Provider shall extend service provision for health, education, treatment and community support to facilitate continuity of care for the child and family.
- d. Provider shall provide all school records including IEP, report cards and other relevant school documents.
- e. Provider shall provide updated health and medical records.

*Post Discharge and Transition:*

- a. Provider shall prepare and submit a discharge summary report within 90 days of the child discharge.
- b. At the day of discharge, provider shall provide 60 days of medication, updated scripts or follow up appointment for medication.
- c. Provider shall update all life book materials and provide to the custodial agency within 30 days of discharge.
- d. At the day of discharge, the provider shall release all of the child's personal belongings and ensure the child transitions with clothing that is appropriately sized and in good repair. Clothing should also be seasonally appropriate.

21. Daily Criminal Check for Foster Parents and Adult Household members – Provider shall work cooperatively with the custodial agency to provide timely releases and demographic information including names, social security numbers and dates of birth for all adult household members to allow HCJFS, BCCS and CCDJFS to run daily data cross referencing checks “Instant Notification” (IN) of Hamilton county and Criminal Justice Information System (CJIS) for criminal offenses and/or convictions.
22. Child and Family engagement activities – including but not limited to:
- a. Child and family’s participation and input into all aspects of planning, including placement, treatment, education, health, social, independent living and discharge planning;
  - b. Routine and ongoing communication between foster parent, birth families and professional staff as it pertains to daily care, visitation, treatment and permanency planning;
  - c. Family visits within the foster home whenever feasible and in the best interest of the child and family;
  - d. Parent mentoring and teaching program components; and
  - e. Family participation in child’s day-to-day living activities such as school, health and recreation services.
23. Contact with Youth and Foster Parent - agency must provide contact to youth and foster family in accordance with OAC 5101:2-7-16 and 5101:2-7-17 and must provide monthly documentation related to the child's safety and well-being within the substitute care setting in coordination with the PCSA and in accordance with OAC rule 5101:2-42-65 for all youth in TFC-T, TFC-1, TFC-3 and TFC-SN level of care designations. Contact must be documented on the SORC monthly progress report.
24. Independent Living- Children will have appropriate support and guidance to be productive, successful adults. Incorporate and include independent skills training into youth’s treatment and daily living program. Components may include and are not limited to the following:



- a. personal care;
- b. problem solving;
- c. household management;
- d. budgeting;
- e. education;
- f. employment;
- g. community resources;
- h. safety and personal relationships; and
- i. health.

25 Life Books- Provider shall gather and provide all pertinent information critical to updating and informing a child's Life Book. All items should be provided to PCSA annually, as requested or in the event of a placement change. Pertinent data includes all information outlined in OAC 5101:2-7-04; report cards, diplomas, certificates of achievement or merit, medical information. In addition to these, the foster parent shall also include information pertaining to a child's developmental milestones (walking, first words, first lost tooth), other accomplishments (learned to ride a bike, swim), likes and dislikes (favorite food, color, activity, toy), sports, hobbies, what the child finds funny, positive descriptions of the child, family activities, friends, photos and anecdotes or stories about the foster child.

26. Emancipation and Permanency Planning - Provider and foster parent shall work cooperatively with the child, family and PCSA to facilitate and to promote positive permanency outcomes for children that include reunification, guardianship or adoption. Emancipation plans with youth promote positive, long term connections and relationships that can exist for the child once they exit care.

Activities may include the development of Permanency Pacts or other written plans for ongoing contact, services and support of the child.

27. Training: All staff and Foster parents will receive formal training related to trauma informed care and responses, and orientation to the goals, laws and roles within the child welfare system.

28. Medication monitoring – in compliance with the requirements of the Ohio Department of Job & Family Services (ODJFS) including but not limited to administration by adults, record keeping, etc.

### **1.3 Employee Qualifications**

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

1. **Work History:** All employees who are assigned to this contract with HCJFS', BCCS' and CCDJFS' customers shall have information on job applications verified. Verification shall include references and work history information.
2. **Criminal Record Check:** Provider warrants and represents it will comply with ORC 2151.86, and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport consumers.

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from each county's Police Department, the Hamilton County, Butler County and Clermont County Sheriff's Office (or your local Police and Sheriff's Department) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.

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

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

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

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

## **2.0 Provider Proposal**

It is required all proposals be submitted in the format as described in this section. Each submission must have three (3) signed originals and eleven (11) copies, and also submit the RFP electronically; using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Providers are encouraged, but not required, to use double-sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 - Cover Sheet

Section 2.2 - Service and Business Deliverables:

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

### **2.1 Cover Sheet**

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

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

## **2.2 Service and Business Deliverables**

Provider should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Providers must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components:

### **2.2.1 Program Components**

#### **Service Information**

- A. Demonstrate Provider's ability to meet: the Scope of Services, Section 1.2; the Population, Section 1.2.1; and the Service Components, Section 1.2.2. Include a statement describing the population you currently serve. Also include a statement describing what Provider resources and experiences will support this program.
- B. Describe how Provider will ensure all youth are provided all basic needs as described in Section 1.2.2 – B.
- C. Detail how Provider will ensure youth are placed in or in close proximity to identified community, school, social and family supports as described in Section 1.2.2 - C.
- D. Describe and provide examples how Provider will ensure families and youth are involved and incorporated into all aspects of placement planning, daily living, treatment planning, education planning and discharge planning as described in Section 1.2.2 – 6, 18, 20 and 24.
- E. Describe and provide examples of how Provider will engage youth and families in services and supports that will lead to reduced length of time in care and promote permanency planning for youth which results in reunification with family/kin, guardianship or adoption as described in Section 1.2.2 – 7, 21 and 24.
- F. Describe and provide examples of how Provider will use community resources and supports as a part of treatment planning and in support of the continuity of care with existing services or services that can continue post discharge as described in Section 1.2.2 – 6, 18, 20 and 24.

- G. Describe and provide examples of partnerships with any schools, vocational or community organizations with the specific intent to support foster youth as described in Section 1.2.2 – 5, 6 and 19.
- H. Describe and provide examples of how Provider will ensure positive educational and vocational outcomes for youth as described in Section 1.2.2 – 6..
- I. Provide an example of how Provider ensures discharge planning results in positive transitions and outcomes for youth as described in Section 1.2.2 - 20 and 24. Give an example of a discharge plan.
- J. Provide in detail Provider's specific capacity to accept placement for and work with each of the following youth populations as described in the scope of service:
- K. Varying degrees of mental health from mild to severe.
- L. Varying degrees of developmental disabilities from mild to severe.
- M. Chronic or pervasive medical conditions that require ongoing monitoring.
- N. Substance abuse.
- O. Sex offenders.
- P. Delinquent youth.
- Q. Youth with a history of trauma.
- R. Youth who have experienced sexual or physical abuse.
- S. Youth who have endured death of a caregiver.
- T. Youth who have had chronic exposure to violence.
- U. Any other specific populations you serve.
- V. Describe how Provider ensures youth are connected to appropriate educational services (pre-school through post-secondary education and employment) in the least restrictive setting, routinely attend, are successful in school placements and have opportunity for educational advancement and vocational pursuits as described in Section 1.2.2 - 6.

- W. Describe how Provider will ensure transportation is available to support connections to school, community, medical appointments, and family visitation as described in Section 1.2.2 – 4.
- X. Provide a detailed description of your continuum of services and/or degree of demonstrated prior coordination with other providers as part of treatment planning and in support of continuity of care with existing services such as school, counseling, health care and recreation as described in the scope of service.
- Y. Provide copies of policy that address aftercare and/or post discharge activities performed by your agency. Describe how your agency will ensure transitions back into the community are well planned and sustained as described in Section 1.2.2 – 6, 20 and 24.
- Z. Provide copies of aggregate outcome reports and/or evaluation reports for the past 12 months of service. Describe how information is utilized to improve program outcomes and effectiveness. Include the following data:
1. average length of stay;
  2. primary population served;
  3. range of ages served and average age served;
  4. where youth were discharged (family, adoption, emancipation, disruption to higher level of care, or lateral);
  5. number of youth who were discharged to prison or DYS setting;
  6. number of disruptions and reason for disruption; (caregiver request, court removal, allegation, mutual decision of team)
  7. number of current foster homes and location of homes by county and school district;
  8. number of traditional family foster homes;
  9. number of treatment therapeutic homes;
  10. number of medically fragile homes;

- 11. education outcomes for youth;
- 12. gender(s) served;
- 13. number of youth per foster home;
- 14. number of critical incidents and types of incidents;
- 15. number of hospitalizations and arrests; and
- 16. education outcomes.

- AA. Describe how Provider will ensure children are safe in foster homes as described in Section 1.2.2 - 2, 12, 14, 16 and 19.
- BB. Describe how Provider will ensure foster parents are adequately prepared, trained and supported to meet the care needs of youth as described in the scope of service and Section 1.2.2 – 23.
- CC. Describe how Provider will ensure all youth have documented, accessible respite care that is familiar to the child and enables the child to continue daily life activities as described in Section 1.2.2 - 11.
- DD. Describe Provider's ability to match youth with foster caregivers who will best meet their needs as described in Section 1.2.2 - 18.
- EE. Describe how your organization will limit or reduce the number of disruptions in foster care and ensure services and supports are in place to maintain and preserve stability of placements as described in Section 1.2.2 – 1, 9, 10, 18 and 23.
- FF. Provide a detailed curriculum and service delivery components designed to promote self sufficiency and independence for youth age 16 or older. Describe how the youth's case plan goals will include goals for emancipation and address the following skills as described in Section 1.2.2 - 24.
- GG. Daily living.
- HH. Securing and maintaining a residence.
- II. Home management.
- JJ. Utilization of community services and systems.
- KK. Accessing and utilizing transportation.



- LL. Utilization of leisure time.
- MM. Personal care, hygiene and safety.
- NN. Pregnancy prevention.
- OO. Parenting skills.
- PP. Time management.
- QQ. Decision-making and communication skills.
- RR. Assistance in obtaining a high school diploma or GED, evaluating personal educational goals, and planning preparation for post secondary education and training.
- SS. Securing and maintaining employment.
- TT. Planning for job and career development.
- UU. Planning for ongoing and emergency health care needs, including education about avoidance of drug and alcohol abuse, risky sexual behavior and smoking.
- VV. Building positive self esteem and self image.
- WW. Building positive adult relationships and support systems.
- XX. Describe how Provider will assist older youth with transitioning into adult services (i.e., Adult case management, DD, MH and Drug Treatment). Assist youth with locating employment, learning Independent Living skills, having adequate housing options, accessing health care systems and connecting to appropriate systems of care including but not limited to Mental Health, DD, and drug/alcohol abuse services as described in Section 1.2.2 – 20.
- YY. Describe what interventions will be used to support youth through a crisis in a safe manner as described in Section 1.2.2 - 20. Provide specific strategies that will reduce reliance on police interventions and psychiatric hospitalizations.
- ZZ. Describe how your organization will support and ensure visitation occurs according to the child and family's needs, is flexible and in the least restrictive setting as described in Section 1.2.2 – 4, 18 and 20.

- AAA. Describe Provider's experience with delivering evidence based services and treatment models, and successful history of effectively working with youth who have complex mental health, learning and behavior disorders. Include crisis management and support to the child and foster family.
- BBB. Describe how Provider will ensure all youth receive timely routine and specialized medical, vision and dental care in accordance with OAC, and how documentation will be submitted to HCJFS for child's case records as described in Section 1.2.2 – 19.
- CCC. Demonstrate how Provider will accommodate sibling sets and traditional family foster care placements as described in Section 1.2.2 – 1 and 18.
- DDD. Provide a narrative detailing the scope of activities performed as case management functions and for the purpose of providing support, coordination, treatment and permanency planning activities for the child and family as described in Section 1.2.2 – 7.
- EEE. Describe practices to work with collaboration with youth caseworkers, families and other treatment team members to achieve legal permanence or long term connections and supports for youth as described in Section 1.2.2 - 7, 18, 20 and 24.
- FFF. Describe how Provider will respond to emergent, urgent and routine placement needs during business hours, after hours and on weekends as described in Section 1.2.2 – 1.
- GGG. Individual Aid Service - Describe what additional services will be provided to a youth including the type of contact and frequency.

### **Staff Information**

- A. Provide a description of your organization's employee screening and clearance policy. Include volunteers and interns in your response and how you will ensure criminal checks including BCII and FBI are obtained prior to staff working directly with children.

- B. Describe your organization's policy and practice standards for training, supervision, and support provided to direct care staff. What steps will you take to ensure all foster parents and staff are trained, have skills and competencies to work with children who have experienced high levels of exposure to trauma and understand child welfare?
- C. Provide a description of Provider's training, clearance and screening for all foster caregivers. Include any specialized assessments used to determine a foster parents suitability to work with foster youth and families involved in the child welfare system

### **Licensing Information**

- A. Maintain appropriate licensure from ODJFS or Ohio Department of Mental Health ("ODMH"), ODDD or other appropriate licensing agency at all times.
- B. Indicate whether your organization is a Medicaid certified facility.
- C. Indicate whether your organization is accredited. If so, by whom?
- D. Provide any additional information promoting your program's value to consumers.

### **2.2.2 System and Fiscal Administration Components**

Please provide the following attached to the original proposal and all copies:

- A. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by The Counties and will be held to the same contract standards as the Agency/Company.

- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

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

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

#### **Certificates of Insurance**

Prior to the effective date of the contract, Provider shall give the County 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.

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

Please provide the following attached only to the original proposal:

- L. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- M. Annual Report - A copy of Provider's most recent annual report, the most recent independent annual audit report, most recent single audit, if applicable , a copy of all management letters related to these audit reports 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. **It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.**
- N. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

## **2.3 Budgets and Cost Considerations**

- A. The Counties anticipate services will begin between January 1, 2014 and May 1, 2014. Provider must submit a Budget and a calculation of the Unit Rate for the initial contract term and each of the two (2) optional renewal years (Contract Years 1, 2 and 3) that Provider understands will be used to compensate Provider for services provided. Budgets and Unit Rates must be submitted in the form provided as Attachment C.

All registered Providers will be sent an electronic budget file in Excel format. All Providers submitting a proposal shall include a hard copy of the budget in the three (3) original proposals and all eleven (11) copies, and also submit the

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

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

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

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

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

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

- C. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Provider must take note that “profit” will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- E. For the purposes of this RFP, “unallowable” program costs include:
  - 1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
  - 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
  - 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
  - 4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
  - 5. entertainment costs for amusements, social activities and related costs for staff only;
  - 6. costs of alcoholic beverages;
  - 7. goods or services for personal use;
  - 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
  - 9. gains and losses on disposition or impairment of depreciable or capital assets;
  - 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
  - 11. costs incurred for interest on borrowed capital or the use of a governmental unit’s own funds, except as provided in OAC 5101:2-47-25(n);
  - 12. losses on other contracts’;
  - 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
  - 14. costs related to legal and other proceedings;
  - 15. goodwill;
  - 16. asset valuations resulting from business combinations;

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

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

## **2.4 Customer References**

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

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

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

## **2.5 Personnel Qualifications**



For key clinical and business personnel (such as Agency Director, CFO, Clinical Director and Administrators) who will be working with the program, please submit resumes with the following:

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

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

RFPs and all attachments will be posted on each county's website for general viewing. It is the proposing agency's responsibility to redact all personal information from resumes. Please make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

## **2.6 Performance Outcomes and Incentives**

Provider is to demonstrate the ability to produce reliable outcome data exhibiting their organization's performance with benchmarks identified in Attachment J (Provider Performance Outcome Measures – Foster Care – SORC) by submitting:

- A. Report including all of the Outcome Measures for the last 12 months;
- B. Narrative description of data sources for the Objectives' Measures; and
- C. Narrative description of reporting methodology to produce the Outcome Measures report.

## **2.7 Declaration of Property Tax Delinquency**

As part of the submitted proposal, Provider will include a **notarized Declaration of Property Tax Delinquency** form (Attachment E) which states Provider was not charged

with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Butler County or Clermont County, Ohio, or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent, as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

### **3.0 PROPOSAL GUIDELINES**

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

### 3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	Thursday, May 30, 2013
RFP Conference	Thursday, June 13, 2013
Deadline for Receiving Final RFP Questions	Monday, June 24, 2013
Deadline for Issuing Final RFP Answers	Friday, July 5, 2013
Deadline for Proposals Received by RFP Contact Person	Friday, July 26, 2013
Deadline for Registering for the RFP Process	Monday, June 24, 2013
Oral Presentations – if needed	Week of August 12, 2013
Anticipated Proposal Review Completed	August 19, 2013
Anticipated Start Date	January 1, 2014

### 3.2 RFP Contact Person

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

**Sandra Carson**, Contract Services  
Hamilton County Department of Job and Family Services  
222 East Central Parkway, 3rd floor  
Cincinnati, Ohio 45202  
carsos01 @jfs.hamilton-co.org  
Fax: (513) 946-2384

### 3.3 Registration for the RFP Process

**EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS MONDAY, JUNE 24,**

**2013, NO LATER THAN 4:45 P.M. EST.** All interested Providers must complete Registration Form (see Attachment G) and fax or e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's fax number is (513) 946-2384, and their e-mail address is: carsos01@jfs.hamilton-co.org.

### **3.4 RFP Conference**

The RFP Conference will take place at: **Butler County Children's Services, 300 North Fair Avenue, Hamilton, OH 45011 on Thursday, June 13, 2013, 1:00 p.m. – 4:00 p.m.** All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being mailed, faxed or e-mailed are to be sent only to the RFP Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at the RFP Conference and by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after noon on June 24, 2013. The final responses will be faxed or e-mailed no later than the July 5, 2013 by the close of business.
- D. Only Providers who register for the RFP Process will receive copies of questions and answers.
- E. The answers issued in response to such Provider questions become part of the RFP.

### **3.5 Prohibited Contacts**

The integrity of the RFP process is very important to The Counties in the administration of our business affairs, in our responsibility to the residents of Hamilton, Butler and Clermont Counties, and to the Providers who participate in the process in good faith. Behavior by

Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with this program during the RFP process. If the Provider attempts any unauthorized communication, HCJFS, BCCS and CCDJFS will reject the Provider's proposal.

Individuals associated with this program include, but are not limited to the following:

- A. Public officials; including but not limited to the Hamilton County Commissioners; and
- B. Any of The Counties' employees, except for the RFP Contact Person. Neither Providers nor their representatives may contact the RFP contact person listed in Section 3.2 after June 24, 2013, noon. If the Provider attempts any unauthorized communication, Counties will reject the Provider's proposal.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the RFP process, interested Proposers, the program or its evaluation made to anyone other than the RFP Contact Person as listed in Section 3.2 (no contact after June 24, 2013, noon);
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the RFP Contact Person, as listed in Section 3.2 (no contact after June 24, 2013, noon).

### **3.6 Provider Disclosures**

Provider must disclose any pending or threatened court actions and claims brought by or against the Provider, its parent company or its subsidiaries. This information will not

necessarily be cause for rejection of the proposal; however, withholding the information may be cause for rejection of the proposal.

### **3.7 Provider Examination of the RFP**

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

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

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

If a Provider fails to notify RFP Contact Person prior to June 24, 2013, no later than noon, of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addenda to RFP**

Counties may modify this RFP no later than the date listed in Section 3.1 Program Schedule by issuance of one or more addenda to all parties who registered for the RFP

Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to each county's website:

Hamilton County: <http://www.hcjfs.hamilton-co.org>

Butler County: <http://www.butlercountyohio.org/commissioner/>

Clermont County: <http://bcc.clermontcountyohio.gov/legalnotices.aspx>

### **3.9 Availability of Funds**

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Contract. By sole determination of The Counties, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS, BCCS and CCDJFS reserve 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, BCCS and CCDJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to The Counties in the event either of these provisions is exercised. The Counties shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

## 4.0 Submission of Proposal

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

### 4.1 Preparation of Proposal

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

### 4.2 Cost of Developing Proposal

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

### 4.3 False or Misleading Statements

If, in the opinion of The Counties, such information was intended to mislead The Counties, in its evaluation of the proposal, the proposal will be rejected.

### 4.4 Delivery of Proposals

Three (3) signed original proposal and eleven (11) duplicates of the proposal must be received by the RFP Contact Person at the address listed in Section 3.2, RFP Contact Person, no later than 11:00 a.m. EST on July 26, 2013. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.



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

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

HCJFS, BCCS and CCDJFS reserve 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 The Counties' staff and the decision by the The Counties' 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, The Counties reserve 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 no later than **11:00 a.m. EST on July 26, 2013** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Responses to System and Fiscal Administration Components, Section 2.2.2;
- F. Completed Budgets, Section 2.3;

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

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

Inadequate – Provider did not respond to the questions or the response reflects a lack of understanding of the requirements.

Minimally Acceptable – Provider demonstrates a minimal understanding of the requirements and demonstrates some strengths, but also demonstrates some deficits.

Good – Provider's response reflects a solid understanding of the issues and satisfies all the requirements.

Excellent – Provider's response is complete and exceeds all requirements.

## **Stage 3 Other Materials**

- Review Committee members will determine what other information is required to complete 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 The Counties determine oral presentations are necessary, the presentations will be focused to ensure all of The Counties' interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. The Counties reserve the right to video tape the presentations.

#### **Stage 4      Evaluation**

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 15% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 70% of the total evaluation score.

- B. System Evaluation including responses to Section 2.2.2 Questions are worth 15% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 15% 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, The Counties will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. The Counties will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between each county's Board on behalf of the Counties and Provider.
- D. If The Counties and selected Provider are able to successfully agree with the Contract terms, each county's Board has final authority to approve and award Contracts. The Contract is not final until each county's Board has approved the document through public review and resolution through quorum vote.
- E. If The Counties and successful proposer are unable to come to terms regarding the Contract, in a timely manner as determined by The Counties, The Counties will terminate the Contract discussions with Provider. In such event, The Counties reserve the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

#### **4.8 Post-Proposal Meeting**

The post-proposal meeting process may be utilized only by Qualified Providers passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-

selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by The Counties within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Provider and be addressed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Provider should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

#### **4.9 Public Records**

Each County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. In the event Provider provides Hamilton, Butler and Clermont Counties with any material or information which Provider deems to be subject to exemption under the Ohio Public Records Act, Provider shall clearly identify and mark such documents accordingly before submitting them to The Counties. If Hamilton, Butler and Clermont Counties are requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Hamilton, Butler and Clermont Counties will notify Provider of that fact. Provider shall promptly notify Hamilton, Butler and Clermont Counties, in writing, that either a) Hamilton, Butler or Clermont County are 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 The Counties to release such documents.

#### **4.10 Provider Certification Process – Hamilton County Only**

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. Award is defined as when the contract is fully executed by all parties.

**ATTACHMENT A**  
**Cover Sheet for Traditional Family Foster Care**  
**And Treatment Foster Care Placement Proposals**  
**Bid No: SC0513-R**

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

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

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

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

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

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

**Person(s) authorized to negotiate with BCCS, CCCPS and/or HCJFS:**

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

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

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

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

**Please Place an "X" next to each county for which you are submitting a proposal:**

County	Place an X if submitting for the County
Butler County	
Clermont County	
Hamilton County	

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

Service/Year	Proposed Unit Rates	IV-E Admin Ceiling Cost	IV-E Maintenance Ceiling Cost	For years 2 and 3 only, please list % increase from previous year
TFC-T-Year 1				
TFC-T-Year 2				
TFC-T-Year 3				
TFC-1-Year 1				
TFC-1-Year 2				
TFC-1-Year 3				
TFC-3-Year 1				
TFC-3-Year 2				
TFC-3-Year 3				
TFC-SN/Year 1				
TFC-SN/Year 2				
TFC-SN/Year 3				
TFC-B/Year 1				
TFC-B/Year 2				
TFC-B/Year 3				
Individual Aid/Year 1				
Individual Aid/Year 2				
Individual Aid/Year 3				
***Other/Year 1				
***Other/Year 2				
***Other/Year 3				

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

#### DEFINITIONS:

TFC T = Traditional Family Foster Care

TFC 1 = Treatment Low (defined by LOC tool)

TFC 3 = Treatment High (defined by LOC tool)

TFC SN = Treatment Foster Care Special Needs (a child whose LOC score exceeds Treatment High but can be safely maintained in foster care, may include medically fragile)

TFC B= Traditional Foster Care-Baby rate for non-custodial infants accompanying parent into foster care

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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



## RFP Submission Checklist

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

Action Required	RFP Section	Included
Did you register for the RFP process by June 24, 2013?	3.3	
Will your Proposal be submitted by 11:00 a.m. on July 26, 2013?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Initial Term on the Cover Sheet?	2.1	
Did you include the Unit Rate for the First and Second Renewal Terms on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.2.2	
Did you submit 1) a report to include all of the Outcome Measures for the last twelve (12) months, 2) a narrative description of data sources for the Objective Measures and 3) a narrative description of reporting methodology to produce the Outcome Measures report?	2.6	

# HAMILTON COUNTY

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

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

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

**1. TERM**

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

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

**2. SCOPE OF SERVICE**

**A. EXHIBITS**

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

1. Exhibit I – Scope of Work
2. Exhibit II – Budget
3. Exhibit III – Reporting Protocol
4. Exhibit IV – Information System Network Requirements
5. Exhibit V – Transition Plan

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6. Exhibit VI – The Request for Proposal
7. Exhibit VII – Provider’s Proposal
8. Exhibit VIII – Declaration of Property Tax Delinquency
9. Exhibit IX – Release of Personnel Records and Criminal Record Check
10. Exhibit X – Instant Notification Release of Information Form

### **B. ORDER OF PRECEDENCE**

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

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

### **3. CONSUMER AUTHORIZATIONS**

#### **A. Form of Consumer Authorization**

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

#### **B. Reimbursement for Services**

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

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

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### **C. Administrative Appeal of Denial of Consumer Authorization**

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

### **4. TITLE IV-E PROVIDER**

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

### **5. BILLING AND PAYMENT**

#### **A. Unit Rate Calculation**

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

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle

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facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

#### **B. Unit Rate**

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

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

#### **C. Placement Costs**

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

#### **D. Hold Bed Procedure**

In the case of an unplanned or planned leave of absence of a Consumer, Provider agrees to hold the Consumer's bed for three (3) days. HCJFS will pay for those three (3) absence days unless Provider is otherwise notified in writing. For planned absences, including but not limited to family visits, camp, and vacation, notification to HCJFS of such absence must occur **prior** to the Consumer leaving placement. For unplanned absences, including but not limited to AWOL,

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hospitalization, or incarceration, Provider must notify HCJFS Utilization Management immediately of such absence. If HCJFS is not notified of a planned or unplanned leave of absence, Provider will not be paid for such leave. Provider must directly contact the HCJFS Utilization Care Manager once the Consumer has returned to placement in order to resume active authorization for Services.

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

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

#### **E. Invoice and Payment Procedure**

1. Within thirty (30) days of the end of the service month, Provider shall send an invoice to HCJFS. Provider shall make all reasonable efforts to include all Service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:
  - a. Provider's name, address, telephone number, fax number, vendor number and Title IV-E Provider number;
  - b. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
  - c. Billing date and service dates;
  - d. Consumer's name and Person ID;
  - e. Public Children's Services Agency (the "PCSA") number, if any; and
  - f. SACWIS Authorization number.
2. HCJFS will not pay for any Service if: a) the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed; or b) the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

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

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inaccurate invoices.

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

**F. Administrative Appeal of Denial of Payment**

1. Denial of payment for any Service(s) rendered by Provider arising from this Contract must be appealed, by email or fax, to HCJFS within sixty (60) business days from receipt of the payment denial. Provider agrees it will include all documentation to be considered with any appeal. If Provider seeks an appeal of more than one (1) claim for payment, the claims should be submitted at the same time accompanied by all required documentation.
2. The appeal will be reviewed by a HCJFS Utilization Management Specialist who will make a recommendation to an HCJFS Utilization Management Manager. A final decision will be issued by such HCJFS Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.
3. In no event will HCJFS consider any appeal of a denial of payment for Service(s) previously appealed to HCJFS.

**G. Miscellaneous Payment Provisions**

1. Foster Care

In addition to complying with the payment and invoice procedures set forth above, Provider agrees: a) to the extent it is providing foster care in a Children's Residential Center ("CRC"), group home, maternity home or residential parenting facility located in Ohio, reimbursement at the maximum payment level is contingent on submission of the Ohio Department of Job & Family Services ("ODJFS") 2911 "Single Cost Report;" and b) to the extent it is providing foster care in a CRC, group home, maternity home, or residential parenting facility not located in Ohio, it will follow the reimbursement procedures outlined in OAC 5101:2-47-26.1.

2. Additional Cost



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

#### **3. Duplicate Payment**

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

#### **6. NO ASSURANCES**

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

#### **7. NON-EXCLUSIVE**

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

#### **8. AVAILABILITY OF FUNDS**

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

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

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

### **9. TERMINATION**

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

##### **1. By HCJFS**

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

##### **2. By Provider**

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

#### **B. Termination for Cause by HCJFS**

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

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

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omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract.

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

#### **C. Effect of Termination**

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

#### **10. TRANSITION PLAN**

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

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1. Consumer records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
2. A monthly Service Authorization report will be provided to HCJFS or designee until the termination date of the Contract; and
3. “Data dump” to HCJFS of all consumer data from Provider’s electronic systems will occur within thirty (30) days after the termination date of the Contract.

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

#### **11. FORCE MAJEURE**

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

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

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

#### **12. GOOD FAITH EFFORT**

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

#### **13. DISPUTE RESOLUTION**

The parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Other than disputes regarding Case Plans, as that term is described in Section 15 Case Plans, either party may bring any dispute forward to the other in form of a written notice of dispute (the “Notice of Dispute”). The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

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

**Representative for HCJFS:** HCJFS' Contract Manager

**Representative for Provider:** Provider's Project Manager

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

**Representative for HCJFS:** Unit Supervisor for Contract Services

**Representative for Provider:** Provider's Project Manager

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

**Representative for HCJFS:** Director of Contract Services

**Representative for Provider:** \_\_\_\_\_

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

## **14. WARRANTIES AND REPRESENTATIONS**

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

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and OAC rules, and the statutes and rules of Provider's home state in the conduct of work hereunder.

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

#### **15. CASE PLANS**

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

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

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

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### **17. MAINTENANCE OF SERVICE**

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

### **18. MANAGED CARE PARTNERSHIP**

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

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

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

### **19. REPORTS**

- A. As a condition for receiving Title IV-E foster care reimbursement (if applicable), each public children services agency, private child placing agency, and private non-custodial agency shall file a Title IV-E cost report including supplements and attachments with ODJFS. Provider shall submit evidence the Title IV-E cost report was filed in accordance with the requirements set forth in OAC 5101:2-47-26.1.
- B. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. In this same regard, Provider agrees to follow HCJFS' policies and procedures for reporting such cases, which are set forth in Exhibit III, attached hereto and incorporated herein by reference. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases. The parties agree changes to Exhibit III made by HCJFS will be sent to Provider and considered

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incorporated into this Contract without the need for an amendment to this Contract.

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

## **20. GRIEVANCE PROCESS**

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

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

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

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



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employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

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

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

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

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

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

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

### **24. COMPLIANCE WITH THE MULTIETHNIC PLACEMENT ACT ("MEPA") AND THE REMOVAL TO BARRIERS OF INTERETHNIC ADOPTION ACT ("IEPA")**

Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities. In accordance with these laws, rules, and regulations Provider shall not:

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- A. Deny to any individual the opportunity to become an adoptive or foster parent on the basis of race, color or national origin of the adoptive or foster parent, or of the child involved; or
- B. Delay or deny placement of a child for adoption or foster care on the basis of race, color or national origin of the adoptive or foster parent, or of the child involved.

Provider agrees to indemnify and hold harmless the Indemnified Parties, as defined in Section 39, for any violations of the above laws, rules, and regulations caused by or attributable to the acts of Provider or any officer, employee, agent or subcontractor of Provider.

Provider shall provide a copy of the written “HCJFS Standards of Conduct: Employee and Contractor/Provider Compliance with MEPA and Title VI of the Civil Rights Act of 1964” (“Standards of Conduct”) to each employee or subcontractor who is engaged in the placement of children into foster care or for adoption, or engaged in the recruitment, assessment, approval, or selection of foster caregivers or adoptive families. Current Provider employees or subcontractors shall receive a copy of the written Standards of Conduct upon employment by Provider for the above referenced Services and within thirty (30) days of the completion of any revisions to the Standards of Conduct. New employees or new subcontractors shall receive a copy of the written Standards of Conduct within thirty (30) days of their hire date or the effective date of their contract. Documentation supporting each employee’s and subcontractor’s receipt and understanding of the Standards of Conduct shall be maintained in the employee’s personnel and sub-contractor’s files should an audit be conducted with your organization to verify compliance.

The Standards of Conduct includes enforcement requirements to be used whenever a Provider employee or subcontractor engages in discriminatory acts, policies, or practices involving race, color, or national origin in the foster care or adoption process as determined by ODJFS Bureau of Civil Rights and upon completion of the investigation conducted pursuant to OAC 5101:2-33-03. In addition, Provider employees and subcontractors may not intimidate, threaten, coerce, discriminate against or otherwise retaliate against any individual who makes a complaint, testifies, assists or participates in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption process.

Enforcement shall include employee discipline in accordance with Provider’s personnel policy. Enforcement for subcontractors shall include corrective action in accordance with the Provider’s contract with the sub-contractor and may include contract termination.

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Provider shall collaborate with HCJFS to develop a corrective action plan whenever an investigation conducted by ODJFS pursuant to OAC 5101:2-33-03 results in a finding where a Provider employee or subcontractor engaged in discriminatory acts, policies, or practices. The corrective action plan will address how the Provider will prevent future violations by that employee or subcontractor and shall be submitted to ODJFS within thirty (30) days of notification of the findings of the investigation.

#### **25. INSTANT NOTIFICATION**

Provider agrees to submit to HCJFS, prior to the date on which Services are commenced pursuant to this Contract, a signed Release of Information (“ROI”) form, Exhibit nn, for each foster caregiver and any adult who has lived in a foster home for more than a two week period (“co-habitant”).

Provider further agrees that it will submit a signed ROI to HCJFS upon the occurrence of any of the following events: a) any youth living in the foster home turns 18 years of age; b) any adult plans to live with a foster caregiver for more than a two week period; and, c) any adult lives with a foster caregiver for a two week period and has not submitted a ROI.

If at any time Provider anticipates that it will place a HCJFS Consumer with a new foster caregiver, a signed ROI must be submitted for each foster caregiver and co-habitant prior to the time such placement is made.

The ROI must contain the foster caregiver’s or co-habitant’s name, alias (if any), date of birth, address and phone number. Provider understands that HCJFS will submit the ROI to the Hamilton County Clerk of Courts who will conduct daily cross checks of the names with records it maintains of criminal charges.

HCJFS reserves the right to terminate this Contract immediately, upon notice, if a HCJFS Consumer is placed in any foster home for which HCJFS has not received a signed ROI for each foster caregiver and co-habitant.

OAC 5101:2-7-14(G) requires foster caregivers to notify Provider, within twenty-four hours, of any charge of any criminal offense brought against the foster caregiver or any co-habitant in the home. HCJFS reserves the right to terminate this Contract immediately for failure of Provider to notify HCJFS of any notification it has received of a charge of any criminal offense against a foster caregiver or co-habitant.

#### **26. SOLICITATION OF EMPLOYEES**

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

### **27. RELATIONSHIP**

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

### **28. CONFLICT OF INTEREST**

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

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

### **29. DISCLOSURE**

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

### **30. CONFIDENTIALITY**

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

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### **31. PUBLIC RECORDS**

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

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

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and consumer used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be

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recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

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

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

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

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

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

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

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change to the Repayment Agreement will require a formal amendment to be signed by all parties.

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

### **34. DEBARMENT AND SUSPENSION**

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

### **35. DEBT CHECK PROVISION**

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

### **36. CORRECTIVE ACTION PLANS**

Provider agrees to notify HCJFS immediately of any Corrective Action Plan ("CAP") issued from any state or other county agency regarding the services provided pursuant to this Contract. HCJFS may withhold Consumer Authorizations or immediately terminate this Contract, upon written notice, if

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Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Consumer authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

### **37. PROPERTY OF HAMILTON COUNTY**

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

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

### **38. INSURANCE**

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the



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aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

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

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

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

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

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
  - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
  - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: "Board of County Commissioners, Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."
  - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3<sup>rd</sup> floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
  - 4. Provider shall furnish the Hamilton County Risk Manager and HCJFS with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Contract commences. Hamilton County reserves the right at any time to require complete,

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certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

5. Provider shall declare any self-insured retention to Hamilton County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to Hamilton County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
6. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with the County on behalf of HCJFS.
7. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.
8. Provider, the County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not

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contribute to it.

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

### **39. INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and their respective members, officials, employees, agents, and volunteers (the “Indemnified Parties”) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys’ fees, court costs, defense costs or other injury or damage (collectively “Damages”), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider’s or its subcontractor’s (s’) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

### **40. RESERVED**

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

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

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Contract, and impact of Contract activities.

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

### **42. MARKETING**

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

### **43. CHILD SUPPORT ENFORCEMENT**

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

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

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

### **45. FOSTER CARE SITE OPERATION AND SAFETY REQUIREMENTS**

Provider agrees to comply with the provisions of OAC 5101:2-7 et seq. relating to the operation, safety and maintenance of foster homes.

### **46. SCREENING AND SELECTION**

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

Provider warrants and represents it will comply with ORC 2151.86 and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a criminal record transcript from the

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Cincinnati Police Department, the Hamilton County Sheriff's Office (or appropriate local Police and Sheriff's Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Individual's record checks must be monitored annually thereafter. In addition, all employees, volunteers and interns who provide direct care to children must obtain an annual criminal check report from BCII/FBI. Annual checks may be completed via an HCJFS approved record search company or directly with appropriate local Police and Sheriff's Offices. Provider shall insure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit nn to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

For all foster parents who are currently being run through an Instant Notification System or Criminal Justice Information System (CJIS), BCII and FBI reports will be obtained every two (2) years for foster parents who are within six (6) months of recertification. Foster parents who reside outside of these daily criminal run areas are required to obtain an annual BCII/FBI check.

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

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

#### **B. Bureau of Motor Vehicle Transcript**

Any individual transporting Consumers shall possess the following qualifications:

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

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

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

#### **C. Rehabilitation**

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

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

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

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

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

### **47. LOBBYING**

During the life of this Contract, Provider warrants and represents that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

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other award covered by 31 U.S.C. § 1352. Provider further warrants and represents that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate this Contract.

#### **48. DRUG-FREE WORKPLACE**

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

#### **49. FAITH-BASED ORGANIZATIONS**

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

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

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

Provider further agrees to assist HCJFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-39-08.2.

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

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section



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

**52. ENERGY POLICY AND CONSERVATION ACT**

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

**53. PERFORMANCE OUTCOMES AND INCENTIVES**

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

**54. RESERVED**

**55. DECLARATION OF PROPERTY TAX DELINQUENCY**

As part of its submitted proposal, Provider completed a notarized Declaration of Property Tax Delinquency form, which states the Provider was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Provider was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicated any delinquent taxes, a copy of the notarized form has been transmitted to the county treasurer within thirty (30) days of the date it was submitted. A copy of the notarized form shall be attached hereto and incorporated herein by reference as Attachment F to Exhibit nn, Provider's Proposal.

Provider further agrees it will complete a notarized Declaration of Property Tax Delinquency form prior to the commencement of any renewal term. Provider understands and agrees that payment will be withheld for any Services rendered during such renewal term until this requirement has been met.

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### **56. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree this Contract shall not be assigned by Provider without the prior written approval of HCJFS. Provider may not subcontract any of the Services agreed to in this Contract without the express written consent of HCJFS. Notwithstanding any other provisions of this Contract affording Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1) business day when Provider knows or should have known the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

### **57. GOVERNING LAW**

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

### **58. LEGAL ACTION**

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

### **59. 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

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communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

Provider acknowledges and agrees that only staff from the HCJFS Contract Services Section may implement written Contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to the Contract.

#### **60. 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.

#### **61. AMENDMENT**

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

#### **62. 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.

#### **63. NO ADDITIONAL WAIVER IMPLIED**

If HCJFS or Provider fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

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**64. 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.

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### **65. HCJFS CONTACT INFORMATION**

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

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

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

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

### **66. RESERVED**

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

**SIGNATURES**

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

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

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

Honorable Board of County Commissioners  
Hamilton County, Ohio

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

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

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

OR

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

County Administrator  
Hamilton County, Ohio

OR

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

Purchasing Director  
Hamilton County, Ohio

Recommended:

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

Moira Weir, Director  
Hamilton County Department of Job & Family Services

Approved as to form:

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

Prosecutor's Office  
Hamilton County, Ohio

Prepared By: \_\_\_\_

Checked By: \_\_\_\_

Approved By: \_\_\_\_

# EXHIBIT I

## **Exhibit I**

### **Foster Care**

1. Service Description: foster care is a community-based service providing placement for youth potentially with severe behavioral/emotional problems in the homes of specially trained foster parents. These foster parents receive support, training, and case management from a licensed network staff. The foster parents are part of a holistic interdisciplinary team which addresses specific outcomes-based objectives to achieve permanency for the youth. In recognition of the difficulty of the population, HCJFS would prefer no more than two foster youths per home, if possible. Unit of Service is defined as 24 hour period of placement services per youth.
2. Population Served: Abused, neglected, or dependent youth, some with behavioral/emotional problems, ages six (6) to eighteen (18), who require placement. Foster Care Placement is indicated when placement within a residential or group home setting would be too restrictive.
3. Service Specifications: Service components available to the youth/family should include:
  - a. Intake;
  - b. Initial and revised treatment /discharge planning;
  - c. Case management;
  - d. Routine medical/medication monitoring;
  - e. Recreational activities/expenses;
  - f. Transportation for visits, therapy, and work, etc;
  - g. Provisions for identified psychological/psychiatric treatment (i.e. assessments, crisis intervention, individual/group/family/grief/sexual therapy as needed, psychotropic medication monitoring, and access to a behavior management specialist);
  - h. Substance abuse treatment;
  - i. Court-related services (i.e. attendance at court hearings, testimony, submitting reports and filing charges);
  - j. Educational services (i.e. advocacy, attendance at conferences, IEPs, and other meetings);
  - k. Foster parent support (i.e. respite, support groups, crisis planning, twenty four (24) hours response, and initial, yearly augmentative, remedial, and specific training per ODJFS requirements or more); and
  - l. Reporting: Bimonthly (or more frequent) which addresses activity/progress in all identified services areas, foster-parent-daily logs, and incident reports. It is expected that provider reports will be well written, and as extensive as necessary.
4. Transportation: When a youth is in an Out of Home Provider's care, it is the Provider's responsibility to transport at no additional cost, for medical appointments, school (unless otherwise provided by the school district), therapy appointments, youth and family team meetings, recreational activities, employment, home visits and court hearings.



5. Clothing: Each Youth will be outfitted with adequate and seasonally appropriate clothing upon placement with an Out of Home Care Provider. HCJFS will inventory the youth's clothing and determine if assistance is needed. If a complete initial voucher is not needed, an itemized voucher will be issued to supplement the existing clothing supply. The same youth may receive a maintenance auxiliary check when the season changes during the first year of placement. The Provider will thereafter provides replacement clothing as needed. Clothing purchases must be inventoried as required in the HCJFS Placement Packet. Provider is responsible for ensuring each youth has adequate, clean and seasonally appropriate clothing when the youth leaves placement.
6. For the purposes of initial referral and step downs, Foster Care Levels of care are distinguished from one another in the manner described below.
  - a. ODJFS IV-E rules create four (4) types of foster homes to serve varying levels of youth's needs. The rule describes required training, staffing requirements, administrative procedure and capacity for the foster home and treatment professionals.
  - b. Youth specific referral criteria and outcome goals are defined as follows.
    - i. TFC I is a level of foster care which provides a therapeutic living environment to the youth in order to improve functioning or behavioral health conditions. TFC I provides core support services within the foster care family, and youth with special needs or behavioral health problems may be considered for this level of care based on functional assessment.
    - ii. TFC 3 is a level of foster care which provides a therapeutic living environment to a youth who has intensive and ongoing service needs. Youth who have complex service needs or coexisting disorders may be considered for this level of care based on functional assessment. The outcome goal is to improve functioning and reduce level of care and service intensity.
    - iii. TFC SN is a level of foster care which provides a therapeutic living environment to a youth who has intensive, acute and/or chronic medical, behavioral, safety or developmental needs requiring specialized training, support and supervision by a caregiver. Functional assessment may indicate a need for a more restrictive setting. The outcome goal is to improve functioning while supporting the youth in a community setting.
    - iv. TFC T is a level of foster care which provides a living environment to youth who do not present behavioral health needs requiring intervention. The major distinction between traditional foster care and the above levels of foster care is the absence of major behavioral health issues. It may also be used as a step-down from more restrictive out-of-home care. The goal is to provide an alternative home environment to assist the youth in growth and development. .

## Foster Care Grid

<b>Category:</b>	<b>Therapeutic-Basic Traditional Foster Care</b>	<b>Therapeutic-Basic Traditional Foster Care</b>	<b>Therapeutic- Basic Traditional Foster Care</b>	<b>Treatment Foster Care</b>
<b>Discrete Service</b>	<b>Foster Care - Traditional</b>	<b>Therapeutic Foster Care Special Needs</b>	<b>Therapeutic Foster Care Level 1</b>	<b>Therapeutic Foster Care Level 3 Diagnostic Assessment Individual Counseling Contract Psychologist on grounds monthly</b>
<b>IV-E Provider Y/N? Facility IDs and Service Descriptions*</b>				
<b>Program Name</b>				
<b>Location</b>				
<b>Ages</b>				
<b>Gender</b>				
<b>Admission Criteria</b>				
<b>Exclusion Criteria</b>				
<b>Admissions Process</b>				
<b>Intake Contact Person</b>				
<b>Intake telephone #</b>				
<b>Clinical Director Contact</b>				
<b>Clinical Director Telephone #</b>				
<b>After Hours Telephone #</b>				

<b>Ability to accept ER admissions?</b> [4 hour admission]				
<b>Estimated projected # slots:</b>	N/A			N/A
<b>Projected ALOS</b>	N/A			N/A
<b>Estimated # fixed vacancies a month</b>	N/A			N/A
<b>Staffing Ratios</b>				
<b>Agreed rate/unit</b>	<b>TFC-T</b>	<b>TFC-SN</b>	<b>TFC-1</b>	<b>TFC-3</b>

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



**STANDARDS OF CONDUCT:**  
**Employee and Contractor/Provider Compliance with**  
**MEPA and Title VI of the Civil Rights Act of 1964**  
**Effective February 1, 2005**  
**Updated September 8, 2010**

The Hamilton County Department of Job and Family Services has established the following Standards of Conduct with regard to the performance of employees and contractors/providers related to compliance with the Multiethnic Placement Act of 1994 as amended by Section 1808 of the Small Business Job Protection Act of 1996, 42 U.S.C. 622(b)(9), 71(a)(18), 674(d) and 1996(b) (MEPA) and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq (Title VI), as they apply to the foster care and adoption process. These Standards of Conduct prohibit policies, procedures or actions which serve to:

- Deny any person the opportunity to become a foster caregiver or an adoptive parent on the basis of race, color or national origin of that person, or of the child involved; or
- Delay or deny any placement of a child in foster care or for adoption on the basis of the race, color or national origin of the foster caregiver(s), of the adoptive parent(s) or of the child involved.

**Permissible Actions:**

MEPA and Title VI permit the following actions as they apply to the foster care or adoption process:

1. Asking about and honoring any initial or subsequent choices made by prospective foster or adoptive parents regarding what race, color, or national origin of child the prospective foster or adoptive parents will accept.
2. Honoring the decision of a child twelve years of age or older to not consent to an adoption when that decision has been approved by a court pursuant to section 3107.06 of the Ohio Revised Code.
3. Providing information and resources about fostering or adopting a child of another race, color or national origin to prospective foster or adoptive parents who request such information and making known to all families that such information and resources are available.
4. Considering the request of a birth parent(s) to place the child with a relative or non-relative identified by name.
5. Considering the race, color or national origin of the child as a possible factor in the placement decision when compelling reasons serve to justify that race, color or national origin need to be a factor in the placement decision pursuant to 5101:2-48-13 and 5101:2-42-18.1 of the Ohio Administrative Code. These rules permit consideration of race, color or national origin if an Individualized Child Assessment (JFS 01688) completed pursuant to these rules indicates the child has needs related to race, color or national origin that should be taken into account when placing the child. Even when the facts of a particular case allow consideration related to race, color, or national origin, this consideration shall not be the sole determining factor in the placement decision.
6. Promoting cultural awareness, including awareness of cultural and physical needs that may arise in the care of children of different races, ethnicities, and national origins as part of the training which is required of all applicants who seek to become foster or adoptive parents.
7. Documenting verbal comments, verbatim, or describing in detail any other indication made by a

prospective foster or adoptive family member living in the household or any other person living in the household reflecting a negative perspective regarding the race, color or national origin of a child for whom the prospective foster or adoptive family has expressed an interest in fostering or adopting. The documentation shall indicate whether those comments were made before or after completion of the cultural diversity training which is required for all foster and adoptive applicants. Documentation shall be included in the family's homestudy, update, or an addendum to the homestudy or update prior to consideration of placement or a matching conference. A matching conference is the process of determining the most appropriate adoptive family for the child based on the child's special needs. The matching committee may consider the information in determining if the placement is in the child's best interests.

### **Prohibited Actions:**

MEPA and Title VI prohibit the following actions as they apply to the foster care or adoption process:

1. Using the race, color or national origin of a prospective foster or adoptive parent to differentiate between placements.
2. Honoring the request of a birth parent(s) to place a child with prospective foster or adoptive parent(s) of a specific race, color or national origin, unless the birth parent(s) identifies a relative or non-relative by name and that person is found to meet all relevant state child protection standards, provided that the agency determines that the placement is in the best interests of the child.
3. Requiring a prospective adoptive family to prepare or accept a transracial adoption plan.
4. Using "culture" or "ethnicity" as a proxy for race, color or national origin.
5. Delaying or denying placement of a child based upon the geographical location of the neighborhood of the prospective foster or adoptive family whenever geography is being used as a proxy for:
  - the racial or ethnic composition of the neighborhood;
  - the demographics of the neighborhood; or
  - the presence or lack of presence of a significant number of persons of a particular race, color, or national origin in the neighborhood or any similar purpose.
6. Requiring extra scrutiny, additional training, or greater cultural awareness of individuals who are prospective foster or adoptive parents of children of a different race, color or national origin than required of other prospective foster or adoptive parents.
7. Relying upon general or stereotypical assumptions about the needs of children of a particular race, color or national origin.
8. Relying upon general or stereotypical assumptions about the ability of prospective foster or adoptive parents of a particular race, color or national origin to care for or nurture the sense of identity of a child of another race, color, or national origin.
9. "Steering" prospective foster or adoptive parents away from parenting a child of another race, color, or national origin. "Steering" is any activity that attempts to discourage prospective foster or adoptive parents from parenting a child of a particular race, color or national origin.
10. Requiring an ongoing, foster care or adoption worker or contractor to justify a proposed placement for the reason that the race, color or national origin of the child is different from that of the family whom the worker is proposing as the child's foster caregiver or adoptive parent.

### **Prohibition on Retaliation:**

HCJFS employees and contractors/providers may not intimidate, threaten, coerce, discriminate against or otherwise retaliate against any individual who makes a complaint, testifies, assists or participates in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption process.

**Additional Information:**

Employees or contractors/providers who desire more information about MEPA and Title VI as related to the adoption and foster care process may contact:

- Shirley Norman, HCJFS MEPA Monitor  
(513) 946-1488

**MEPA Complaint Procedure:**

Any person who believes that HCJFS, any other public or private Ohio adoption or foster care agency, or the Ohio Department of Job and Family Services has policies or procedures that violate MEPA and Title VI may file a complaint. In addition, anyone who believes that he or she was intimidated, threatened, coerced, discriminated against or otherwise retaliated against in some way because he or she made a complaint, testified, assisted or participated in any manner in an investigation related to alleged discrimination on the basis of race, color or national origin in the foster care or adoption process may also file a complaint. Individuals who may file a complaint include, but are not limited to, the following:

- a foster or adoptive parent or other member of a foster or adoptive family
- a prospective foster or adoptive parent or other family member
- an employee or former employee of HCJFS or of any other Ohio adoption or foster care agency

Individuals who wish to file a complaint may do so by phone or in writing. To submit your complaint by phone, call 1-614-644-2703 or toll free 1-866-227-6353. For TTY, call 1-614-995-9961 or toll free 1-866-221-6700.

To submit your complaint in writing, you may fill out the “**Discrimination Complaint Form**” (JFS 02333). You can get a copy of this form by calling either:

- Shirley Norman, HCJFS MEPA Monitor  
(513) 946-1488, OR
- Ohio Department of Job and Family Services, Bureau of Civil Rights  
Toll Free: 1-866-227-6353

Or, if you do not use the “Discrimination Complaint Form”, your written complaint should include the following information:

- Your name, address and phone number;
- The name and address of the agency or person you believe discriminated against you;
- How, why and when you believe you were discriminated against;
- Any other information that would help BCR understand your complaint.

You may submit your written complaint by mail or fax to BCR:

- The Ohio Department of Job and Family Services  
Office of Employee and Business Services  
The Bureau of Civil Rights  
30 E. Broad Street, 37th Floor  
Columbus, Ohio 43215  
Fax: 1-614-752-6381

You may also submit your written complaint to:

- Hamilton County Department of Job and Family Services  
Attn: Shirley Norman, MEPA Monitor  
222 E. Central Parkway  
Cincinnati, OH 45202

If you submit your complaint to the HCJFS MEPA Monitor, it will be submitted to BCR within three business days.

- Any other public or private Ohio foster care or adoption agency

ODJFS must complete the investigation and provide a report to you and to the agency that is the subject of the investigation within 90 days of receipt of the formal complaint. If unusual circumstances prevent ODJFS from completing the investigation within that timeframe, ODJFS will notify you and the agency of the need for additional time.

#### **Enforcement Requirements:**

These standards of conduct include enforcement requirements to be used whenever an agency employee or contractor/provider engages in discriminatory acts, policies, or practices involving race, color, or national origin in the foster care or adoption process as determined by the Bureau of Civil Rights of ODJFS upon completion of the investigation conducted pursuant to rule 5101:2-33-03 of the Administrative Code.

For HCJFS employees, these enforcement requirements shall include employee discipline in accordance with either Sections 7.0 through 7.3 of the Hamilton County Board of County Commissioners Personnel Policy Manual or Article 7 of the collective bargaining agreement between HCJFS and AFSCME Local 1768.

# EXHIBIT III

Provider Responsibilities	Required Action/ Data	Timeframe
<b>Referral Response</b>	<p>Respond to referrals according to the following;</p> <ol style="list-style-type: none"> <li>1. Emergent-placement need is same day to 5 days.</li> <li>2. Routine-placement need is needed within one week or longer.</li> <li>3. After Hours- placement need is immediate.</li> </ol> <p>Submit <u>updated</u> SORC Biography Form</p>	<ol style="list-style-type: none"> <li>1. Placement request requires a response within one hour to confirm agencies willingness to seek placement.</li> <li>2. Placement request requires a response within one day to indicate the agencies willingness to seek placement.</li> <li>3. Placement request requires a response immediately.</li> </ol> <p>At the point a potential home is identified, submit SORC Biography Form</p>
<b>Progress Reports</b>	<p>Submit monthly progress report Documentation must be submitted on the Southwest Ohio Regional Collaborative (SORC) form. Reports are submitted in accordance with each county via MCP, secure e-mail or standard mail</p>	<p>20th of each month for the previous month of service. Progress notes submitted untimely or not meeting the required minimum data set are subject to pended or denied authorization or payment.</p> <p>Provider will receive notification of pended or denied authorization.</p>
<b>Contacts</b>	<p>Foster Care Providers: <i>Treatment Level of Care:</i> Direct contact with the foster child and foster family shall be made every two weeks within the foster home for treatment levels of care. One contact will be coordinated with the PCSA and provided in accordance with OAC rule 5101:2-42-65.</p>	<p>20th of each month for the previous month of service. Progress notes submitted untimely or not meeting the required minimum data set are subject to pended or denied authorization or delayed payment. Provider will receive notification of pended or denied authorization.</p>



# EXHIBIT III

	<p><i>TFC-Traditional or Basic foster care:</i> Direct contact with the foster child and foster family shall be made monthly within the foster home.</p> <p><b>Provider is required to complete and submit the SORC Monthly Progress Report in its entirety.</b></p> <p><i>Independent Living Providers scattered site:</i> <b>Complete all of Section 1A, 1B and 1C of the SORC Monthly Progress Form.</b> Include all dates and times of contact with the child.</p> <p><i>Group Homes and Residential Providers:</i> Direct supervision and face to face contact is required with the child daily. <b>Complete Section 1A and 1B of the SORC Monthly Progress Form</b></p>	
<b>Treatment Plans</b>	<p>Submit assessment &amp; treatment plans in accordance with ODMH and/or ODJFS standards to include diagnosis, strengths, goals, measurable objectives and permanency planning submitted via MCP or as otherwise agreed upon with the contract PCSA</p>	<ul style="list-style-type: none"> <li>▪ Initial: within 30 days</li> <li>▪ Updates every 90 days</li> </ul> <p>Failure to submit timely may result in pended or denied authorization or delayed payment. Provider will be notified of pended or denied authorization.</p>

# EXHIBIT III

	Include Crisis Plan as indicated by clinical need.	
<b>Critical Incidents</b>	<ul style="list-style-type: none"> <li>▪ suicidal behavior</li> <li>▪ death</li> <li>▪ self mutilation/ assault on others</li> <li>▪ other dangerous behavior</li> <li>▪ allegation of neglect, physical abuse or sexual abuse (child as victim or perpetrator)</li> <li>▪ AWOL</li> <li>▪ Extreme defiant, disruptive behavior which may result in placement removal</li> <li>▪ homicidal behaviors</li> <li>▪ use/abuse of illicit drugs/ alcohol</li> <li>▪ use/ abuse of over the counter medications or toxic substances</li> <li>▪ physical restraint/ seclusion</li> <li>▪ medication error</li> <li>▪ serious illness/injury requiring medical treatment or hospitalization</li> <li>▪ <b>arrest or criminal charge of child, household member or staff</b></li> <li>▪ disruption of placement</li> </ul>	<ul style="list-style-type: none"> <li>▪ immediate phone call to PCSA</li> <li>▪ written notice within 24 hours</li> </ul> <p>Always contact 911 emergency services first when necessary and appropriate to assure safety of youth.</p> <p><u>Hamilton County:</u>            Business Hours contact caseworker and UM Department            After Hours contact 241-KIDS</p>

# EXHIBIT III

	<p>(arrest, hospitalization, emergency respite)</p> <ul style="list-style-type: none"> <li>▪ Foster parent or staff violations that impact safety or care of child ( physical discipline, supervision, failure to access medical care, etc)</li> <li>▪ <b>Other unusual incidents</b></li> </ul>	
<b>Initial Placement Screening</b>	Obtain initial medical screening within first 5 days of placement unless medical care is needed sooner.	<p>Submit documentation to PCSA within 15 days.</p> <p>*HCJFS uses CHMC for this service. This should be utilized unless otherwise instructed. Not necessary to submit this documentation if the CHMC clinic is used.</p>
<b>Comprehensive Physical Exam</b>	<p>Obtain comprehensive medical exam within first 30 days of initial placement</p> <p>Obtain annual medical exam within 12 months of the initial exam</p>	<p>Submit documentation to PCSA within 15 days following exam.</p> <p>*Hamilton County uses CHMC for this service. This should be utilized unless otherwise instructed. HCJFS obtains results directly from CHMC.</p>
<b>Dental Exam</b>	<p>Obtain dental exam for all children age 3 and older within 30 days of placement</p> <p>Obtain annual dental exam within 12 months of initial exam</p>	Submit documentation to PCSA within 15 days following exam
<b>Lead Exposure Screening</b>	Obtain screening at initial physical exam for all children age birth to 72 months	Submit documentation of results to PCSA within 15 days following screen.
<b>Discharge and</b>	<ul style="list-style-type: none"> <li>▪ Gather, obtain and provide</li> </ul>	Submit discharge summary and all associated paperwork within 90

### EXHIBIT III

<b>Transition Planning</b>	<p>updated assessments and evaluations prior to discharge.</p> <ul style="list-style-type: none"><li>▪ Schedule planning meeting 90 to 60 days prior to discharge, include all team members.</li><li>▪ Provide 60 days of medication, prescription or follow up psychiatric care.</li><li>▪ Provide reasonable services and support to protect child and help PCSA during transition.</li><li>▪ Discharge child with a seven day supply of appropriately fitted, seasonal clothing.</li><li>▪ Complete SORC discharge summary form.</li><li>▪ Return all items belonging to child unless otherwise instructed by PCSA</li><li>▪ Coordinate with PCSA updated Educational testing (MFE), IEP and all educational records to assist in preparation and planning for educational transition.</li><li>▪ Assist in the coordination of transitional and ongoing services for youth and family</li></ul>	days following discharge
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# EXHIBIT III

	<ul style="list-style-type: none"> <li>▪ Provide updated Life book materials.</li> </ul>	
<b>Education</b>	<ul style="list-style-type: none"> <li>▪ Enroll child in education setting as instructed by PCSA within 5 days from initial placement</li> <li>▪ Participate in all meetings to plan and discuss child's educational plan</li> <li>▪ Provide agency with copies of report cards, interim reports and other relevant school related documents.</li> </ul>	Submit all documentation to PCSA within 15 days from receipt.
<b>Transportation</b>	<p>Provide the following transportation;</p> <ul style="list-style-type: none"> <li>▪ Medical, dental, vision and behavior health appointments</li> <li>▪ team meetings</li> <li>▪ court appearances and semi-annual reviews (SARs)</li> <li>▪ school unless provided by district</li> <li>▪ family/ sibling visits</li> <li>▪ recreational activities</li> <li>▪ Independent Living activities/life skills classes</li> <li>▪ Adoption readiness and</li> </ul>	<p>As scheduled.</p> <p>Older youth may be provided bus cards or tokens as approved by the PCSA.</p> <p>Any person who transports a child must have a valid driver's license and insurance.</p>

# EXHIBIT III

	<p>recruitment events.</p> <ul style="list-style-type: none"> <li>▪ Employment</li> <li>▪ Other designated case plan services</li> </ul>	
<b>Bed Holds</b>	<p>Contact the PCSA prior to planned leave and immediately upon unplanned leave.</p>	<p>PCSA agrees to continue payment for up to 3 days during a child's absence with prior approval.</p> <p>PCSA may approve additional days at its discretion.</p> <p>Provider must transport and return child to placement:  Planned Leaves: as agreed upon at initial approval  Unplanned Leaves: as child is determined appropriate for return (return from AWOL's, detention, hospital stay)</p>
<b>Clothing</b>	<p>Maintain at a minimum a seven day supply of appropriately fitted, seasonal clothing, in good condition and replaced as necessary to accommodate growth, weight and age. Provider shall purchase school and work uniforms and clothing for special occasions such as dances and graduation.</p> <p>Provide a seven day supply of appropriately fitted, seasonal clothing at discharge</p> <p>Monitor foster parent's compliance</p>	<p>Ongoing and at discharge</p>
<b>Overnight Travel</b>	<p>Notify and obtain written</p>	<p>Obtain written approval not less than 7 days from PCSA prior to</p>

# EXHIBIT III

	consent for travel at least 7 days prior to travel.	trip.
<b>Notification</b>	<p>Notification to PCSA when any of the following occurs;</p> <ul style="list-style-type: none"> <li>▪ within 45 days prior to an agency closing or merging</li> <li>▪ <b>Licensing</b> investigation or action that may result in revocation or a temporary license</li> <li>▪ <b>Licensing</b> investigation or action that results from staff misconduct, abuse or neglect</li> <li>▪ Notify agency prior to providing any consent or authorization for non-routine video taping, pictures, media, and non-routine medical treatment.</li> <li>▪ Changes in foster home household occupancy or circumstances that may impact care of foster youth (criminal charges.)</li> <li>▪ Changes to occupancy that require consent for daily checks (Instant notification, CJIS)</li> </ul>	Within 45 days or immediately upon notification

# EXHIBIT III

<b>Life book</b>	Ensure each child has a life book and/ or provide updates to inform Life book.	Annually, at request and at discharge  Submit information to the following at HCJFS: <a href="mailto:lifebooks@jfs.hamilton-co.org">lifebooks@jfs.hamilton-co.org</a> .
<b>Independent Living Services</b>	Provide independent living assessment, training and skill building to any child identified to have this need.	Document provision of services, progress and needs in monthly progress report. Document goal in child's treatment plan.
<b>Basic Needs/Financial Support</b>	Provide basic needs to include food, clothing and shelter, expenses associated to personal care, recreation, social, sports and faith based activities, educational and vocational exploration and transportation costs associated with these activities	Ongoing
<b>Respite/Alternate Care</b>	Submit approved respite caregiver information to PCSA  Submit documentation to enter respite/ alternate caregiver through IN or CJIS systems for daily criminal checks	Submit information within 30 days of placement  Seek approval for immediately for emergency circumstances or within 24 hours of a planned respite placement.
<b>Family Engagement</b>	Provide and support efforts to engage parents in day to day activities and decision making such as visitation, school meetings and events, doctor/therapy appointments, treatment plans, sporting events,	Ongoing



### EXHIBIT III

	holidays and birthdays.	
<b>Permanency Planning</b>	<p>Work cooperatively with the child and team to facilitate and support efforts to obtain legal permanency outcomes for children that include reunification, guardianship and adoption.</p> <p>Work cooperatively with the team to ensure children who emancipate have plans that include long term connections, relationships and supports post emancipation.</p>	Ongoing and at Discharge.

## **Exhibit IV**

### **Information System Network Requirements**

1. HCJFS will provide network connectivity into their managed care network via a VPN client session over the Internet. The Provider will be responsible for their connection to the Internet.
2. HCJFS will work with the Provider's IT staffs or IT contacts to insure the required access between agencies' networks is provided and secured.
3. The Provider will provide all necessary IT services and equipment to setup and support Provider's users and sub-contractors. This includes desktop support, network administration and application development/support.
4. All equipment (workstations, servers, network devices etc) at the Provider's site will be purchased, installed and maintained by the Provider.
5. HCJFS and the Provider will communicate to each other immediately upon any computer virus outbreaks within their connected networks.
6. HCJFS will fully administer and maintain the managed care network.

### **Minimum System and Network Specifications**

- Pentium III
- 128 Mb RAM
- Windows 2000 operating system or newer, with current updates and service packs
- CD ROM drive
- Internet Explorer 5.0 or greater

#### *Network Equipment (if used)*

- Only commercial class networking equipment should be used:
  - Recommended equipment includes Cisco, 3Com and Nortel.
  - The following equipment is NOT recommended for use: LinkSys and D-Link.

#### *Minimum Internet Connectivity*

- High Speed (DSL, Cable, etc.) internet connection is required.
- A 56K dial-up connection will not be supported by HCJFS.
- AOL Broadband or AOL dial-up will not be supported by HCJFS.

#### *Minimum Security*

- All workstations must run antivirus software and update virus definition files at least once a week. Checking for updates every hour is recommended.
- Users must have their own accounts and must adhere to HCJFS/ODJFS security agreements. The use of personal firewalls on each workstation is recommended

# BUTLER COUNTY

# Butler County Department of Job and Family Services

## Purchase of Service Contract

This Contract is entered into by and between the Board of County Commissioners of Butler County through and on behalf of Butler County Children Services, a division of Butler County Department of Job and Family Services ("BCCS/BCDJFS" or "Department") and **PROVIDER NAME** an Ohio **TYPE OF AGENCY**, ("Provider"), with its main office located at **ADDRESS**, whose telephone number is **PHONE NUMBER**, for the purchase of **Foster Care Placement** services identified under Exhibit 1, Services To Be Purchased.

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.

### 1. TERM / CONTRACT AMOUNT

This Contract shall be effective from the date it is executed by the Board of County Commissioners of Butler County and shall remain in effect through **END DATE** inclusive, unless otherwise terminated or extended by formal amendment at BCCS/BCDJFS discretion.

BCCS/BCDJFS acknowledges that Provider has or may have provided services contemplated by the terms of this Contract commencing **BEGIN DATE**. BCCS/BCDJFS further acknowledges the receipt of and the obligation to reimburse Provider for such services upon presentation of timely and properly documented invoice(s), subject to ratification by the Board of County Commissioners of Butler County. No services provided prior to the commencement date shall be covered under the terms of this contract.

The maximum amount payable for this Contract shall not exceed **AMOUNT**.

### 2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and Exhibits (such Exhibits are deemed to be a part of this contract as fully as if set forth herein), Provider agrees to perform the services as described in Exhibit 1, Services to be Purchased, and Exhibit 2, Reimbursement Policy.

### 3. EXHIBITS

When variations occur between the contract language and the language of Exhibit 1, Exhibit 2 and any attachments, the language of Exhibit 1, Exhibit 2 and any attachments shall govern.

The extent to which any of the terms of this contract shall be made inapplicable or amended are set forth in Exhibit 3, attached to this contract. If an Exhibit 3 is **not** attached to this contract, all terms of this contract shall be in full force and effect according to the terms of this Contract, Exhibit 1, and Exhibit 2.

### 4. ELIGIBILITY

Unless otherwise defined in Exhibit 1, service is to be provided only for referrals made to Provider by BCCS/BCDJFS on behalf of a BCCS/BCDJFS client.

### 5. NON-EXCLUSIVE

This is a non-exclusive Contract, and BCCS/BCDJFS may purchase the same or similar items or services from other Providers at any time during the term of this Contract. Provider acknowledges that, by entering into this Contract, BCCS/BCDJFS is not making any guarantees or other assurances as to the extent, if any, that BCCS/BCDJFS 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, so long as such additional contractual work does not impede Provider's ability to perform the services required under this Contract.

## **6. AVAILABILITY OF FUNDS**

This Contract is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this Contract.

If funds are reallocated in lesser quantities than the initial allocation, BCCS/BCDJFS may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the products or services directly involved in the performance of that function may be terminated by BCCS/BCDJFS at the end of the period for which funds are available. BCCS/BCDJFS will notify Provider at the earliest possible time of any product or services which will or may be affected by a shortage of funds.

No penalty shall apply to BCCS/BCDJFS in the event this provision is exercised and BCCS/BCDJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section.

## **7. AMENDMENT**

This contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

BCCS/BCDJFS reserves the right to amend or renegotiate the Contract if the requirements of the program are substantially changed by the Ohio Department of Job and Family Services, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Contracts may not be amended after lapse or termination of the Contract.

## **8. TERMINATION**

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination. Should Provider wish to terminate this contract, Provider shall deliver the notice of termination thirty (30) days prior to the effective date of termination. Should BCCS/BCDJFS wish to terminate, BCCS/BCDJFS may do so immediately upon delivery of the termination notice.

Should Provider become unable to complete the work requested in this Contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this Contract, shall become the property of BCCS/BCDJFS. Upon BCCS/BCDJFS request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this Contract for any reason or if Provider otherwise materially breaches this Contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Contract Section 19- REIMBURSEMENT and Exhibit 2, subject to any claim or setoff by BCCS/BCDJFS for overpayment or other causes.

BCCS/BCDJFS shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by BCCS/BCDJFS.

Notwithstanding the above, Provider shall not be relieved of liability to BCCS/BCDJFS for damages sustained by BCCS/BCDJFS by virtue of any breach of the Contract by Provider. BCCS/BCDJFS may withhold any compensation due Provider for the purpose of off-set until such time as the amount of damages due BCCS/BCDJFS from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

## **9. PUBLIC RECORD**

This Contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, BCCS/BCDJFS shall make available the Contract and all public records generated as a result of this contract.

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

## **10. INSURANCE**

Provider agrees to procure and maintain for the duration of this contract the following insurance: insurance against claims for injuries to persons or damage to property which may arise from or in connection with Provider's products or services as described in this Contract; auto liability; professional liability (errors and omissions) and umbrella/excess insurance. Further, Provider shall procure and maintain for the duration of this Contract Workers Compensation coverage. The cost of the insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A; VII. Provider shall purchase the following coverage and minimum limits:

**A) Commercial general liability** insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or the equivalent with limits of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate and at least one hundred thousand dollars (\$100,000.00) coverage in legal liability fire damage. Coverage shall include:

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

**B) Endorsements** for physical abuse claims and for sexual molestation claims at a minimum of three hundred thousand dollars (\$300,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate.

**C) Business auto liability** insurance of at least one million dollars (\$1,000,000.00) combined single limit on all owned, non-owned, leased and hired automobiles. If the Contract contemplates the transportation of BCCS/BCDJFS clients and Provider provides this service through the use of its employees' privately owned vehicles, then Provider's Business Auto Liability insurance shall be excess to the employees' privately owned vehicle insurance and shall provide coverage above its employees' privately owned vehicle coverage. Provider's business auto liability policy shall be endorsed to provide this coverage.

Provider shall not allow anyone to transport BCDJFS clients who currently has five (5) or more points on his or her license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy with coverage that meets or exceeds the limits specified in the preceding paragraph.

**D) Professional liability** (error and omission) insurance of at least one million dollars (\$1,000,000.00) per claim and in the aggregate.

**E) Umbrella and excess liability** insurance policy with limits of at least one million dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general, professional liability and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary;
- 8) Drop down feature.

**F) Workers' Compensation** insurance at the statutory limits required by the Ohio Revised Code.

Provider further agrees that **1)** all commercial general, business auto and umbrella/excess liability policies shall state "Butler County Board of County Commissioners and Butler County Department of Job and Family Services, their officials, employees, agents and volunteers are endorsed as additional insured parties", **2)** each required insurance policy shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice to BCCS/BCDJFS, and **3)** each required insurance policy shall be endorsed to state that each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the Butler County Board of County Commissioners and BCCS/BCDJFS.

Provider shall furnish BCCS/BCDJFS with original certificates of insurance and amendatory endorsements affecting coverage prior to contract commencement. BCCS/BCDJFS reserves the right to require, at any time during the Contract period, complete certified copies of all required insurance policies and endorsements affecting coverage.

Provider shall declare any self-insured retention to BCCS/BCDJFS pertaining to liability insurance. Provider shall provide a financial guarantee, satisfactory to BCCS/BCDJFS, guaranteeing payment of losses and related investigations, claims, administration and defense expenses for any self-insured retention.

If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following; 1) unlimited extended reporting 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 (tail coverage), or 2) continuous coverage from the original retroactive date of coverage. The original retroactive date means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Contract with BCCS/BCDJFS.

Provider shall 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.

Provider's insurance coverage shall be primary insurance with respect to Butler County Board of County Commissioners, BCCS/BCDJFS, their officials, employees, agents and volunteers. Any insurance maintained by Butler County Board of County Commissioners or BCCS/BCDJFS shall be excess of Provider's insurance and shall not contribute to it.

Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of coverage shall constitute a material breach of the Contract.

Any/all subcontractors are subject to the same insurance requirements contained within this contract, including the insurance requirement in which BCCS/BCDJFS and the Butler County Board of County Commissioners are listed as additional insured parties. Provider shall obtain and keep on file copies of all required insurance documents from any subcontractor approved by BCCS/BCDJFS to provide services under this contract.

## **11. INDEMNIFICATION**

Provider agrees to protect, defend, indemnify and hold harmless the Butler County Board of County Commissioners and BCCS/BCDJFS and their 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, performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) officers, employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract.

Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Government entity providers subject to legally imposed limits on indemnification shall indemnify to the extent of their insurance coverage as required in Section 10 and their self-insured retention.

## **12. ASSIGNMENT AND SUBCONTRACTING**

The parties expressly agree that this Contract shall not be assigned by Provider without the prior written approval of BCCS/BCDJFS.

Provider shall not subcontract any of the services agreed to in this Contract without the express written consent of BCCS/BCDJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider is responsible for making direct payment to all Subcontractors for any and all services provided by such Subcontractor.

Provider shall enter into a binding legal contract or written agreement with any/all approved Subcontractors and shall provide a copy of said contracts to BCCS/BCDJFS within ten (10) business days of contract execution.

Provider shall monitor any approved Subcontractors to assure all requirements under this Contract are being met. Provider shall notify BCCS/BCDJFS within one (1) business day when Provider learns that any Subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider shall immediately implement a process whereby either the Subcontractor is immediately brought into compliance or the Subcontractor's Contract with Provider is terminated. Provider shall provide BCCS/BCDJFS with written documentation regarding how compliance will be achieved. In the event of termination of a subcontractor, Provider shall notify BCCS/BCDJFS of Subcontractor's termination and shall make recommendations to BCCS/BCDJFS of a replacement subcontractor. All replacement Subcontractors are subject to the prior written consent of BCCS/BCDJFS.



Notwithstanding any other provisions of this Contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this Contract or use of any subcontract without the prior written approval BCCS/BCDJFS is grounds for BCCS/BCDJFS to terminate this contract upon delivery of written notice.

### **13. INDEPENDENT CONTRACTOR STATUS**

Provider and BCCS/BCDJFS intend that an independent contractor relationship be created by this Agreement, and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this Agreement and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, social security, and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Provider further agrees to indemnify and hold harmless BCCS/BCDJFS from any and all claims made to or by the above-mentioned taxing authorities resulting from or related to the performance of this Contract. However, if BCCS/BCDJFS determines that taxes should be withheld, BCCS/BCDJFS reserves the right to unilaterally withhold, as appropriate, and to notify Provider accordingly.

Since Provider and BCCS/BCDJFS are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with BCCS/BCDJFS that it has no authority to bind BCCS/BCDJFS. Moreover, at no time shall Provider hold itself out as an agent, subsidiary or affiliate of BCCS/BCDJFS for any purpose, including reporting to any government authority, and shall have no authority to bind BCCS/BCDJFS to any obligation.

### **14. BREACH OR DEFAULT OF CONTRACT; WAIVER**

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, BCCS/BCDJFS may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and BCCS/BCDJFS retains the right to exercise all remedies mentioned herein.

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. Provider waiver requests shall be submitted in writing to the BCCS/BCDJFS Director or his/her designee. BCCS/BCDJFS will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

### **15. 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 enforceable to the fullest extent permitted by law.

## **16. CONFIDENTIALITY**

Provider shall maintain the confidentiality of all BCCS/BCDJFS clients and shall comply with all federal and state laws applicable to BCCS/BCDJFS and/or clients of BCCS/BCDJFS concerning the confidentiality of BCCS/BCDJFS clients.

Provider agrees that the use or disclosure of information, systems or records concerning BCCS/BCDJFS clients for any purpose not directly related to the administration of this Contract is prohibited and access to the identities of any BCCS/BCDJFS clients shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this Contract.

No information on clients served will be released for research or other publication without the express written consent of the BCDFS Director or his designee.

## **17. RECORDS**

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this Contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules for a minimum of three (3) years after final payment is made under this Contract.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of BCCS/BCDJFS, Board of County Commissioners of Butler County, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this contract. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third party performing work related to this contract, unless otherwise directed by BCCS/BCDJFS.

Provider shall not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein without the express written consent of BCCS/BCDJFS.

## **18. UNIT RATES**

When Exhibits 1 and/or 2 of this Contract identify the service to be provided as a purchase of services in **units of service**, or the authorization issued by BCCS/BCDJFS is to provide a specific number of units of service, it is the responsibility of Provider to determine the number of units approved and to monitor the number of allowable units of services authorized by BCCS/BCDJFS under this Contract which have been used: (1) individually and (2) collectively. If Provider offers services collectively or individually in excess of the contract limits for the units authorized by BCCS/BCDJFS for an individual client or for all clients without prior approval by BCCS/BCDJFS, Provider shall bear the cost of the services provided.

If Provider feels there is a need for additional units of service in individual cases or for the contract as a whole, it is the responsibility of Provider to obtain written approval from BCCS/BCDJFS administration prior to providing the additional units of service. Lack of diligence in securing such approval in advance shall not operate to the financial prejudice of BCCS/BCDJFS and thus BCCS/BCDJFS shall not be obligated to approve or pay for any services provided in excess of those it has authorized.

Should BCCS/BCDJFS agree to an increase in the authorized number of units of service, amendment language will be formulated by BCCS/BCDJFS for incorporation into the Contract via BCCS/BCDJFS' contract amendment process. No contract modifications shall become effective until they are formally amended per Contract Section 7 – Amendment.

## **19. REIMBURSEMENT**

Provider warrants that claims made to BCCS/BCDJFS for payment of services provided shall be for actual services rendered to eligible clients and further warrants not to duplicate claims made by Provider to other sources of public or private funds for the same service.

BCCS/BCDJFS agrees to compensate Provider in accordance with the rates outlined in Contract Exhibit 2, Reimbursement Policy, for the services performed by Provider.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract is listed in Exhibit 2 – Reimbursement Policy.

Records of service provided to eligible clients and all expenses incurred in the operation of the program shall be maintained per Contract Section 17 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit process.

**A) Billing:** Invoices shall be sent each month to BCCS/BCDJFS within fifteen (15) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. BCCS/BCDJFS shall not make payment for any service, based upon either an initial invoice or a supplemental invoice, for which a request for reimbursement is submitted to BCCS/BCDJFS more than ninety (90) calendar days from the end of the service month. The BCCS/BCDJFS Finance Department has the final authority to determine whether an invoice is received timely and accurately. For invoices which are received timely but are not accurate, there shall be no extension of time limitations.

Invoices shall include Provider's name and address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any special documentation identified in Contract Exhibit 2, Reimbursement Policy.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8, Termination.

All invoices and supporting documentation shall be subject to audit and adjustment by BCCS/BCDJFS and the Ohio Department of Job and Family Services after payment is made. Attention is directed to Contract Section 20, Audit Responsibility (of Provider).

**B) Payment:** BCCS/BCDJFS will review Provider's invoice for completeness of required information before making payment, but within thirty (30) working days after receipt of a complete and accurate invoice. Any adjustments by BCCS/BCDJFS to the invoice will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, payment will be delayed until receipt of required information.

In the event BCCS/BCDJFS intends to withhold any amount due to the lack of sufficient documentation, BCCS/BCDJFS will promptly notify Provider in writing.

## **20. AUDIT RESPONSIBILITY**

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this Contract.

Audits will be conducted using a "sample" method. Depending on the type of audit conducted, the areas to be reviewed using the sample method may include, but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the audit sample will be applied to the entire audit period.

Provider recognizes and agrees BCCS/BCDJFS 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.

Provider shall repay BCCS/BCDJFS, with interest at the statutory rate, the full amount of payment received for duplicate billing, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Agreement" or BCCS/BCDJFS shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than sixty (60) days will be canceled and will not be re-issued. BCCS/BCDJFS may, in its sole discretion, allow a change to the terms of the Repayment of Funds Agreement. Any change to the Repayment of Funds Agreement shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Agreement may also be required by BCCS/BCDJFS if any additional changes or issues develop or need to be addressed as determined by BCCS/BCDJFS.

BCCS/BCDJFS reserves the right not to 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 any audit finding.

## **21. PROPERTY OF BUTLER COUNTY**

All items produced under this Contract or with funds provided under this Contract, including, but not limited to, documents, data, photographs and negatives, electronic reports / records, or other media are the property of Butler County, which has an unrestricted right to reproduce, distribute, modify, maintain and use any or all such deliverables.

Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this Contract.

All purchases of furniture and/or equipment authorized by BCCS/BCDJFS for the performance of this Contract shall be transferred to BCCS/BCDJFS upon completion or termination of this Contract or a succeeding Contract(s). If Provider wishes to retain furniture and/or equipment, at BCCS/BCDJFS' discretion the appropriate residual value as determined by BCCS/BCDJFS may be withheld from Providers final payment.

## **22. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS**

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level.

Provider shall complete an Ohio Bureau of Criminal Identification and Investigation (BCII) check, a nationwide Federal Bureau of Investigation (FBI) conviction record check and a criminal records check from the local Police Department, Sheriff's Office and/or any law enforcement or police department necessary to conduct a complete criminal record check of each employee, intern, volunteer, mentor, and subcontractor assigned to work with or transport children.

All record checks shall be completed prior to commencing employment, internship, volunteering, mentoring or subcontracting and must be dated within six (6) months of the hire date to be considered current. Any staff member who is required to have their names run through a daily database check and whose results are sent back to the agency via instant notification must complete an Ohio Bureau of Criminal Identification and Investigation (BCII) check, a nationwide Federal Bureau of Investigation (FBI) conviction record check and a criminal records check from the local Police Department, Sheriff's Office and/or any law enforcement or police department every two (2) years. All other staff, including employees, interns, volunteers, mentors and subcontractors that have contact with Butler County children must complete all of these background checks on an annual basis.

Individuals with a conviction or with an arrest for which final disposition is pending in the following categories are to be disqualified from providing service under the terms of this contract:

- A.) Criminal conduct, including sexual offenses, involving children;
- B.) Violent or sexually exploitive conduct;
- C.) Drug related offenses.

Individuals transporting clients must have a current and valid driver's license. If Provider utilizes a non-resident college student, a valid license from the student's state of residence will be acceptable. A Bureau of Motor Vehicles (BMV) transcript shall be obtained for each individual transporting BCCS/BCDJFS clients. In the case of a non-resident college student, Provider shall obtain transcripts from both the State of Ohio BMV and the student's state of residence.

Provider shall not allow any individual to transport BCCS/BCDJFS clients who currently has five (5) or more points on his/her operator's license, has a conviction for driving while under the influence of alcohol or drugs, or is not insured by a policy or policies with coverage that meets or exceeds the limits specified in Contract Section 10 – Insurance.

Provider shall maintain written detailed policies regarding staff and volunteer recruitment procedures, screening procedures, references, police/BCII / FBI checks and training methods.

## **23. COMPLIANCE**

Provider shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

## **24. GOVERNING LAW**

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

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

## **25. CONFLICT OF INTEREST**

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

This Contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from BCCS/BCDJFS, assuming that 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 which will impede its ability to perform the services under this Contract.

Provider further agrees that there is no financial interest involved on the part of any BCCS/BCDJFS officers, Board of County Commissioners or employees of Butler County involved in the development of the specifications or the negotiation or actual performance of this Contract. Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this Contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this Contract has a financial or other interest in the Contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this Contract.

Provider shall report the discovery of any potential conflict of interest to BCCS/BCDJFS. If a conflict of interest occurs or is discovered during the term of this contract, BCCS/BCDJFS may exercise any right under the Contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies that it is and shall remain in compliance with these provisions.

## **26. FAITH BASED ORGANIZATIONS**

Any Provider that is a faith based organization shall perform duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of BCCS/BCDJFS clients is not compromised or diminished. Provider shall not discriminate against any BCCS/BCDJFS client based on religion, religious belief, or refusal to participate in religious activity.

Provider shall immediately notify BCCS/BCDJFS of any client that objects to the religious character of the Provider's organization. BCCS/BCDJFS will take the necessary steps to provide services to said client by means of an alternate Provider.

No funds provided under this contract shall be used to promote the religious character and activities of the Provider.

## **27. 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 period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect BCCS/BCDJFS' property or employees which are necessary to Provider's ability to perform.

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

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

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

BCCS/BCDJFS reserves the right to announce the following to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Provider's performance under the Contract.

Provider shall not release information about or related to this contract to the general public or media verbally, in writing, or by electronic means without prior written approval from BCCS/BCDJFS, unless Provider is required to release requested information by law.

Provider shall not seek to publicize and shall not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents BCCS/BCDJFS may provide to Provider to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities without prior written BCCS/BCDJFS approval.

Provider shall contact BCCS/BCDJFS in lieu of responding immediately to media queries.

Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific clients or prospects.

Any program description intended for internal or external use shall mention that referrals and funding are provided by the Butler County Department of Job and Family Services.

## **29. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with BCCS/BCDJFS, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this Contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

## **30. CLEAN AIR ACT**

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

## **31. COORDINATION**

Provider shall advise BCCS/BCDJFS, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider within Butler County for supplementary operating or capital funds so that BCCS/BCDJFS will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of BCCS/BCDJFS and other agencies within the community.

## **32. DEBARMENT AND SUSPENSION**

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify BCCS/BCDJFS of any contemplated or imposed debarment or suspension.

### **33. DEBT CHECK PROVISION**

Ohio Revised Code Section 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 auditor of state, if the finding for recovery is unresolved. By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify BCCS within one (1) business day if a finding for recovery is issued against Provider during the Contract term.

### **34. DELINQUENT PERSONAL PROPERTY TAX**

Provider certifies that all delinquent personal property tax obligations of the Provider, including interest and penalties due the County of Butler, have been paid prior to the signing of this contract, per the requirements of Section 5719.042 of the Ohio Revised Code.

### **35. DISCLOSURE**

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this Contract have with a county employee, county employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

### **36. DRUG-FREE WORKPLACE**

Provider shall comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this Contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

### **37. LOBBYING**

Provider certifies that Provider has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this Contract.

### **38. NON-COLLUSION CERTIFICATION**

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

### **39. NON-DISCRIMINATION**

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



Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Provider, nor any person claiming through Provider, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Provider.

#### **40. CAMPAIGN CONTRIBUTION DECLARATION**

Provider shall complete a Certificate of Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB 694). Amended Substitute House Bill 694 (“HB 694”) restricts political contributions and solicitations by owners of businesses, and certain members of their families, from doing business or seeking to do business through public contracts. Provider shall notify BCCS/BCDJFS within five (5) business days should Provider’s ownership or HB 694 Campaign contribution Declaration information change during the Contract term.

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

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to BCCS/BCDJFS clients.

#### **42. CONTRACT DISPUTE RESOLUTION**

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

#### **43. CONTRACT CLOSEOUT**

At the discretion of BCCS/BCDJFS, 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 there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by BCCS/BCDJFS in accordance with contract requirements.

#### **44. AUTHORITY TO BIND PRINCIPAL**

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this agreement.

**THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

|

**In witness whereof**, the Provider and BCCS/BCDJFS have executed this Contract as of the day and year \_\_\_\_\_.

**REQUIRED SIGNATURES**

\_\_\_\_\_  
PERSON AUTHORIZED TO SIGN  
**PROVIDER NAME**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerome Kearns, Director  
**Butler County Department of Job and Family Services**

\_\_\_\_\_  
Date

**BUTLER COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Commissioner

**Approved As To Form Only:**

\_\_\_\_\_  
**Assistant Prosecuting Attorney**

\_\_\_\_\_  
**(Date)**

**Butler County Department of Job and Family Services  
Butler County Children Services Division**

**Placement Service Contract  
Exhibit 1 – SERVICES TO BE PROVIDED**

Butler County Department of Job and Family Services ("BCDJFS") is responsible under Ohio Revised Code ("ORC"), Chapter 5153 for the custody and care of, and protective services for dependent, neglected and abused children. BCDJFS is authorized under ORC 5153 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services.

The purpose of this exhibit is to describe the scope and content of services identified as **Foster Care Placement Services** to be provided under the contract by and between the Board of County Commissioners of Butler County through and on behalf of Butler County Children Services, a division of Butler County Department of Job and Family Services and **PROVIDER** ("Provider"). In consideration of the mutual promises and responsibilities set forth herein, BCCS/BCDJFS and Provider agree as follows:

1. Provider agrees to provide the following placement services in compliance with current state and federal laws and regulations and **BCCS policies and procedures** listed in **Exhibit 1, Attachment A**:

Foster care placement services to youth, male and female, from birth to twenty one years of age, who are referred as a result of abuse, neglect, dependency, or delinquency. The program combines child welfare and mental health services to meet the needs of this client population. The program operates 365 days per year, with 24 hours per day emergency coverage.

2. All referrals made to Provider for services shall include all known history for the child to assist in the determination of the child as a candidate for placement with the Provider, considering the security, care and safety of the child and others.
3. BCCS/BCDJFS shall provide a completed **Individual Child Care Agreement – JFS 01700 "(ICCA)", (Exhibit 1, Attachment B)** to Provider. Included with the ICCA will be the determination of the Level of Care Tool, which will be utilized to place the child/ren in the appropriate level of care.
4. BCCS/BCDJFS shall forward to Provider a copy of each child's social history, medical history and Medicaid card within thirty (30) calendar days from placement date for new cases and within three (3) calendar days for existing cases.
5. Provider and BCCS/BCDJFS shall collaborate in the development, implementation, review, and any modification of a case plan for each child placed with Provider. BCCS/BCDJFS shall notify Provider of all case plan meetings no less than ten (10) days in advance of any scheduled meeting. In the event of an emergency BCCS/BCDJFS shall give Provider as much notice as is reasonably possible under the circumstances.

The case plan shall be completed and a copy forwarded to Provider within thirty (30) days of placement or within a reasonable time thereafter as agreed to by both parties.

6. Provider and BCCS/BCDJFS shall collaborate in the development, implementation, review and any modification of a case treatment plan for each child placed with Provider. All treatment decisions shall be supported by licensed clinical staff.
7. Provider shall provide additional treatment planning, including, but not limited to education (on or off site), preparation for integration into community based school or vocational/job skills training, community services activities, monitoring and supporting community adjustment as specified in the ICCA.
8. Provider shall submit to BCCS/BCDJFS, each child's assessment and case treatment plan as completed but no later than thirty (30) days from the date of the child's placement with Provider. Provider will provide written updates of the individual treatment plan every three (3) months.
9. Any disputes involving placement, services or treatment shall be resolved by mutual agreement and modification to the case treatment plan and/or ICCA. BCCS/BCDJFS is the final authority in this process.

BCCS/BCDJFS disagreement with a treatment decision of the Provider may result in termination of the placement for that child upon notification by the Provider.

10. Provider shall secure a medical screening within five (5) business days of the child's placement date unless medical care is required sooner. Medical screenings are required for all initial and subsequent placements to prevent possible transmission of common childhood communicable diseases and to identify any symptoms of illness, injury or maltreatment.
11. Provider shall coordinate each child's comprehensive health care no later than thirty (30) days after child's initial placement. In the event that multiple placements occur for a child, medical care shall be provided within the time frames established by the initial placement of the child, unless medical care is required sooner. A comprehensive physical exam, including vision and hearing screening, is to be completed within the first 30 days of placement and annually thereafter. Provider will ensure that a Lead Exposure Screening is completed on all children up to 72 months of age at the initial comprehensive physical exam. A dental exam for all children age 3 and older is to be completed within 30 days of placement and every six months thereafter.
12. BCCS/BCDJFS will forward to Provider any psychological evaluations dated within twelve months from the date of placement for treatment level foster, group home and/or residential treatment children placed with Provider. If a psychological evaluation has not been completed within the twelve (12) month period prior to child's placement with Provider, BCCS and Provider shall determine if it is necessary to have one completed. Provider shall schedule a psychological evaluation with a vendor that meets the approval of both parties. BCCS will be responsible for the cost of psychological evaluations if the child is not eligible for these services through another funding source.

13. BCCS/BCDJFS will initiate transfer of school records to child's new school. BCCS/BCDJFS will forward to Provider a copy of the court journal entry specifying the school district responsible for the educational costs of each child placed with Provider.

BCCS/BCDJFS will notify Provider of any known issues that may delay the child's enrolment, transfer of records or recovery of tuition costs by the receiving school and will work with Provider, sending and/or receiving school to resolve said issues.

14. Provider is responsible to ensure that child is transported at no additional cost to BCCS for medical appointments, therapy appointments, assessment appointments, child and family team meetings, school (unless otherwise provided by district), recreational activities, youth's employment, visitation and home visits, independent living services, and court (if court appropriate for child to attend). Any person age 18 and over transporting a BCCS child must have a valid driver's license and insurance. Any driver under age 18 must be approved by BCCS prior to the transportation. Public transportation may be utilized for age appropriate children, with BCCS approval.
15. Provider shall provide access to Independent Living services and ensure that age appropriate children are offered opportunities to gain Independent Living skills as defined in OAC 5101:2-42-19.
16. Provider shall ensure that each child will have a Lifebook and will comply with OAC 5101:2-42-67 regarding Lifebooks.
17. Provider shall not move any child to another substitute care setting with Providers network or any other organization without prior authorization from BCCS/BCDJFS.
18. Provider shall notify BCCS/BCDJFS immediately via telephone to (513)868-0888, which is available twenty-four (24) hours per day, seven (7) days per week, and by facsimile transmission the next business day when any of the following safety conditions exist:
  - a) Child is absent without leave (AWOL).
  - b) Child received emergency treatment from a medical professional.
  - c) Child is involved in a critical incident.
  - d) Child is a victim or perpetrator of an assault.
  - e) Child verbalizes or exhibits suicidal or self-harm, intent or behavior.
  - f) Child is suspended or expelled from school.
  - g) The filing of any law enforcement report involving the child or arrest of the child.
  - h) Any time physical restraint is used and/or applied.
  - i) The death of a child.
  - j) Allegation that child is the victim or perpetrator of neglect, physical or sexual abuse.
  - k) Child is moved to an emergency respite placement.
  - l) Extreme defiant, disruptive behavior which may result in placement removal
  - m) Child is displaying homicidal behaviors
  - n) Child is using/abusing illicit drugs, alcohol, over-the –counter, or prescription medications
19. Provider shall submit a thirty (30) day notice for foster care placements and a thirty (30) day notice for residential or group home placements to BCCS/BCDJFS for any child

whose removal from placement is requested. Situations involving safety concerns will be addressed on a case-by-case basis.

Provider shall submit a discharge summary for any child whose termination was requested by Provider, within thirty (30) days following the discharge date. Provider shall also ensure that a sixty (60) day supply of medication or a sixty (60) day written prescription for any medication is available for planned discharges and a thirty (30) day supply for unplanned discharges.

20. BCCS/BCDJFS will provide a minimum of seven (7) days, not to exceed fourteen (14) days notice for planned removals of youth in foster care. BCCS/BCDJFS will provide a minimum of thirty (30) days, not to exceed forty-five (45) days notice for planned removals of youth in residential or group home placements, unless so ordered by a court with appropriate jurisdiction.
21. Provider shall complete the Ohio Department of Job and Family Services 01673 Home Study form on all initial home studies. Any/all former home studies must be updated to the ODJFS 01673 form upon recertification or change of licensure.
22. Provider shall complete and return to BCCS/BCDJFS the **SORC Family Biography form (Exhibit 1, Attachment C)** with a copy of the current foster home license at time of referral for all potential placement matches.
23. Provider shall meet all **Performance Standards and Outcomes** as defined in **Exhibit 1, Attachment D**.
24. Provider shall notify BCCS/BCDJFS in writing, no later than forty-five (45) days prior to the occurrence, of any change in status, such as business merger or closure.
25. Provider shall ensure completion and return of the **BCCS/BCDJFS Authorization for Criminal Records Check (Exhibit 1, Attachment E)** for licensed foster parents and any/all adult members of the household.

Results of the criminal history checks will be shared with Provider and will be used only for the administration of foster care placement and licensing. As a mandated reporter, BCCS/BCDJFS may initiate an investigation based on the nature of the information received.

BCCS/BCDJFS will not report individual criminal histories to the public, however, court records are public records and are often available via the internet. BCCS/BCDJFS may report the aggregate results of background checks to the public.

26. All licensed foster parents and all adult members of their household shall be required to consent to their personal information being entered into the Criminal Justice Information System (CJIS) database for the purpose of instant notification of a criminal offense. BCCS/BCDJFS will receive daily notification of any foster parent and/or adult household members arrest for any offense that would preclude them from being a licensed foster parent or in the household of a licensed foster parent.

27. Provider shall require all foster caregivers with current child placement, to immediately notify Provider of any criminal charge(s) brought against the foster parent or any resident of the foster parents' home. Provider shall immediately notify BCCS/BCDJFS of any reported criminal charges against any foster parent and/or adult member of the foster parents' household.
28. Provider shall ensure that no more than six (6) children shall reside in any foster home. Total child count shall include birth, adopted and foster children. Exceptions will be considered on a case-by-case basis, at BCCS/BCDJFS discretion.
29. Provider and BCCS/BCDJFS shall comply with all aspects of the Multiethnic Placement Act, 108 STAT.3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, and OAC 5101:2-33-11 (G) and (H) which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the foster parent or of the child involved.
30. Provider shall forward a copy of all State of Ohio license(s), certification(s), and/or any applicable national accreditation(s) to BCCS/BCDJFS prior to the final execution of this Contract. Provider shall forward to BCCS/BCDJFS, within five (5) business days, copies of renewal and/or extension of said licenses, certifications and/or accreditations.
31. Provider shall notify BCCS of any ODJFS investigations or actions that may result in the revocation of a foster care provider's license or investigations or actions that result from staff misconduct, abuse or neglect. Provider shall also notify BCCS of any foster parent or staff investigation that may immediately impact or jeopardize the safety of children.
32. Provider shall notify BCCS prior to providing any consent or authorization for non-routine video taping, pictures, media, and non-routine medical care/treatment.
33. Provider shall post its grievance policy and procedures in a public or common area at each contracted site so all clients, their legal guardian(s), or other interested parties are aware of the process.

Provider shall notify BCCS/BCDJFS in writing, on a monthly basis, of all grievances that relate to the care and safety of a child in foster care, group home care or children's residential center care that involve the services provided through this Contract. Provider shall include any and all facts pertaining to the grievance and the resolution of the grievance and shall note all grievances in the monthly progress reports.

34. Provider shall comply with all applicable standards of the Ohio Department of Job and Family Services, Ohio Department of Mental Health, Ohio Department of Drug and Alcohol Addiction Services and the standards of any other relevant regulatory boards, as established by law, and any prescribed regulations that apply to the specific professional service being rendered through this agreement.
35. Performance of the services agreed to under this Agreement may involve the use or disclosure of "protected health information" as such term is defined under the Health

Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor represents that it is a covered entity as that term is defined and applied by HIPAA statutes and the rules and regulations promulgated pursuant thereto. As a covered entity Contractor is legally obligated to adhere to all HIPAA and other related privacy/confidentiality regulations and requirements. Contractor has entered into a "Business Associate" agreement with BCDJFS as set forth in the HIPAA regulations and shall adhere to all HIPAA and other privacy/confidentiality regulations and requirements. A copy of said "Business Associate" agreement effective with the terms of this contract and is attached hereto as **Exhibit 1- Attachment H** and incorporated herein by reference. Contractor shall defend, indemnify and hold BCDJFS harmless from any and all claims, damages and losses of any nature incurred by BCDJFS as a result of the failure of Contractor to fully comply with the privacy and confidentiality provisions of HIPAA and the rules and regulations promulgated pursuant thereto.



**Butler County Department of Job and Family Services  
Butler County Children Services Division**

**Placement Service Contract  
Placement Policies, Procedures and Requirements  
Exhibit 1 – Attachment A**

**1. PLANNED ABSENCES**

Provider shall inform BCCS of planned absences prior to the absence. BCCS agrees to reimburse the Provider as follows for planned absences of a BCCS child from the Provider's substitute care and when the plan is for the child to return to that Provider's care:

**A.) VISITATION:** Full per diem for 3 days per occurrence. Visitation must be pre-approved by BCCS.

**B.) HOSPITALIZATION:** Full per diem for 3 days per occurrence.

Reimbursement for length of stay beyond 3 days must be agreed upon by the parties in advance.

**2. UNPLANNED ABSENCES AND BED HOLD POLICY**

When a BCCS child leaves the Provider's care without permission (AWOL), BCCS and the Provider agree to negotiate the need to hold a bed. The Provider must notify BCCS UM within 24 hours to request authorization for BCCS, using Exhibit 1, Attachment G to hold a bed. BCCS may reimburse the Provider for up to **THREE DAYS** to hold a bed, at the discretion of BCCS. If a special circumstance exists, Provider must obtain authorization for an extension of more than three days from the BCCS Administrator prior to the event. Reimbursement for a child in detention shall be the same as for a child on AWOL status.

**3. RESPITE & ALTERNATIVE CARE ARRANGEMENTS/PREPLACEMENT VISITS**

The provision of, or arrangements for, Respite and / or Alternative Care, as made by the Provider, will be made in accordance with the procedures set forth in Ohio Administrative Code rules 5101:2-7-08 and 5101:2-5-13.

Provider will submit all Respite requests and / or Alternative Care requests to the attention of the Foster Care Supervisor for approval, prior to placing a child in Respite or Alternative Care. An updated **SORC Family Biography Form (Attachment C)** and / or current license must accompany the Respite or Alternative Care request.

*When Respite Care is arranged within the child's current placement agency, arrangements for care and payment are to be made between the Foster Parents, Respite Provider, and Placement Agency/Network. BCCS must still give prior approval for the respite (please see above).*

*IN the event a Provider is unable to secure respite care within their network, BCCS will facilitate respite with another Placement Provider. It is the expectation that the two Providers will negotiate per diem and payment.*

*BCCS will not make payment for routine Preplacement Visits. Special arrangements will be made on a case-by-case basis to authorize payment for Preplacement Visits.*

**4. CLOTHING**

BCCS agrees to insure that a child has an adequate supply of clothing at the time of the initial placement with the Provider. Thereafter, the Provider shall supply all necessary clothing and shall insure that, at the time of discharge, a child's clothing supply is adequate to meet his/her needs. Provider is to retain receipts for purchased clothing. A **Clothing Inventory** (See Sample **Attachment F**) will be completed by the Provider at the initial time of placement, and again when the child leaves the placement. The clothing inventory is to be given to the BCCS caseworker when a child is placed and/or removed from placement. Provider will monitor foster parent's compliance with this requirement.

## **5. SCHOOL**

It is expected that Provider and Foster Parent will ensure that all school fees (including any electronic media costs as required by the school) are paid, as they are covered by foster care per diem. Costs for extra curricular activities may be negotiated for payment with BCCS. Provider agrees to explore each BCCS child's eligibility for funding under the Disadvantaged Pupil Impact Act (HB 117).

Provider agrees that BCCS children will be enrolled in an accredited/certified school program within five (5) days of placement. Provider shall notify BCCS whenever a meeting is planned to discuss the Individualized Educational Plan for a BCCS child. Copies of report cards, interim reports and any other educational documentation will be provided to BCCS within thirty (30) days of receipt by the provider.

## **6. PROVIDER REPORTS**

### **A) PROGRESS REPORTS**

Provider shall submit a monthly progress report for each BCCS child no later than the 20<sup>th</sup> day of each month. Progress reports will reflect face-to-face contacts with the child. The reports shall be written on the Southwest Ohio Regional Collaborative (SORC) form, and may be submitted via secure email or standard mail. Information on the progress reports shall be utilized in determining the child's appropriate level of care and should include pertinent information regarding the child's progress in the placement.

A child's employment must be noted in the monthly progress report.

Provider shall summarize a youth's therapy/treatment sessions, if so engaged, within the monthly Progress Report. Provider will route copies of therapy/treatment reports from professional service providers they receive on youth to BCCS.

BCCS will route copies of therapy/treatment reports from professional service providers they receive on youth to the Provider.

### **B) INCIDENT REPORTS**

Provider shall notify BCCS immediately by phone and follow with a FAX on the next business day following all major or unusual incidents or any of the safety conditions outlined in Exhibit 1, #18 involving a BCCS child. The incident report form is to be attached to the monthly progress report and sent to the BCCS case worker.

## **7. PROVIDER VISITS FOR FOSTER CARE PLACEMENTS**

Provider shall have face-to-face contact with child and caregiver as follows: (a) In the substitute care setting during the first week of placement, not including the first day of placement; (b) Face-to-face contact for *traditional youth* shall occur at least twice monthly with the child; at least one of these contacts shall occur in conjunction with the Care Giver in the Care Giver home, the other contact MAY be with the child in some other appropriate setting; (c) Face-to-face contact for *treatment youth* shall occur weekly with the child; at least two of these contacts may occur in conjunction with the Care Giver in the Care Giver home, the other two contacts may be with the child in some other appropriate setting. (d) At least one documented attempt of an unannounced face-to-face contact each month shall be in the substitute care setting.

In a foster home or treatment home which has two foster caregivers on the certificate, assure that each foster caregiver receives at least one of the face-to-face visits referenced in the above paragraph in each two-month period.

## **8. PROVIDER VISITS FOR INDEPENDENT LIVING PROGRAMS**

Face-to-face contact for Semi or Independent Living youth shall occur weekly with the youth in the youth's living environment (scattered site apartment or semi-independent living/shared home). At least one contact a month shall occur in conjunction with the custodial agency representative in the youth's living environment.

## **9. AWOL CHILDREN**

When a BCCS child is known to be AWOL, Provider shall immediately notify the following parties: the local police having jurisdiction in the matter, BCCS, and any legal guardian. Provider shall ensure that charges are filed against the youth who has gone AWOL. When an AWOL child has been located, Provider shall be responsible for notifying the police department which took the initial report, BCCS, and any legal guardian. AWOL occurrences shall be reported on incident reports to BCCS.

## **10. COURT HEARING ATTENDANCE**

### **A) CUSTODY REVIEWS**

BCCS staff are to attend all custody review hearings regarding children placed with Provider. Any reports written for court consideration by the Provider shall be submitted to the BCCS case worker at least ten (10) days in advance of the hearing when Provider is granted 30 day advance notice of a hearing.

### **B) UNRULY/DELINQUENT HEARINGS**

Provider staff shall attend all unruly delinquent hearings involving a BCCS child in the care of Provider. Provider's staff person shall always request that the child be appointed legal representation by the court and, when applicable, that the matter be remanded to the Butler County Juvenile Court for disposition. BCCS staff will attempt to attend unruly/delinquency hearings conducted in the surrounding counties.

## **11. CAREGIVER NEGLECT/ABUSE - RULE VIOLATIONS**

Provider shall notify BCCS immediately of any known Rules Violation or CA/N allegation or pending CA/N investigation of any caregiver of a BCCS youth. (OAC Rules 5101:2-7-01 through 5101:2-7-15). Upon notification, the BCCS supervisor and administrator will determine if the BCCS child is to remain with the Provider pending completion of the investigation. BCCS shall receive a written report, from Provider, of its related investigation of the Rules Violation within 30 days of its completion.

When a Foster Parent Concern is reported to the Provider by BCCS in writing, Provider will investigate and respond in writing within fourteen (14) calendar days.

## **12. PROVISION OF SERVICES TO THE CHILD WHO HAS ATTAINED THE AGE OF 18**

Provider understands and agrees to follow the guidelines outlined below when providing services to a BCCS child who has attained the age of 18:

The 18-year-old may voluntarily sever the relationship with BCCS and the Provider by removing himself/herself from care. BCCS will then formally request a termination of custody with juvenile court. Provider will be fully reimbursed for program services up to the date of the youth's discharge/removal as per the ICCA.

If an 18-year-old will graduate from high school or from an approved vocational training program before his/her 19<sup>th</sup> birthday, BCCS may continue to maintain a custodial status of the child up until graduation with case specific plans approved by BCCS administration.

If an 18-year-old will not graduate from high school or from an approved vocational training program before his/her 19<sup>th</sup> birthday, BCCS may formally request the court to terminate custody on the child's 18<sup>th</sup> birthday. The decision will be made to retain custody of a child on a case by case basis depending on the child's cooperation and motivation to complete high school.

If a child is considered to be handicapped and requires special services, BCCS will make arrangements with appropriate supportive service providers prior to the child's 18<sup>th</sup> birthday in order to facilitate a smooth transition to other systems of care.

### **13. MEDICAL, DENTAL, VISION AND PHARMACEUTICAL CARE**

Provider agrees to inform BCCS in its Progress Report of any medical, dental, vision appointments and/or pharmaceutical care provided or administered to the child. This would be inclusive of changes in medication, discontinuation of medication or refusal of treatment by the child. Any changes in medication must be approved by BCCS prior to dispensing the new/different medication to the child.

Medical, dental and vision care required by ODJFS is authorized by virtue of this contract. On-going routine medical, dental, and vision care established prior to placement is further authorized under the continuation of a licensed professional in the related field of care if the child is not able to continue under the care of the medical professional initially prescribing treatment.

All emergency medical treatment, all medically invasive treatments of any nature; the use of any psychotropic medications; orthodontia or other cosmetic related treatments, require immediate notification and/or prior approval of BCCS.

BCCS will provide a response to emergency notifications or requests for approvals. Providers are to utilize the following number 513.868.0888.

**Butler County Department of Job and Family Services  
Butler County Children Service Division**

**Placement Service Contract  
Individual Child Care Agreement (ICCA-JFS 01700)  
Exhibit 1, Attachment B**

The Ohio Department of Job and Family Services (ODJFS), Individual Child Care Agreement (ICCA), form # JFS 01700 (Rev. 03/23/2009) as referenced, is hereby incorporated into this contract as if fully rewritten herein.

# Level of Care Tool

(Appendix B)

## Criteria for UM Decisions

	Admission	Continued Stay	Discharge
<b>I. Health Maintenance &amp; Assessment or evaluation</b>	--10 to 0 on scale --High to Moderate F/E Strengths --Low in present or impending danger --Meet admission criteria for assessment/evaluation	--Document progress every 6 months; --Check permanency plan	Status following discharge
<b>II. Basic Family and Community Support</b>	--11 to 4 on scale --Moderate to Mild F/E strengths --Low in PD, low to moderate in ID	--Review progress every 6 months --check permanency plan	Has functioning scale shown improvement or lack of upon discharge? Any transitioning planning?
<b>III. Intensive Family and Community Support</b>	--20 to 12 on scale --Low to Moderate F/E Strengths --Moderate in PD and ID	--Review progress bi-monthly --check permanency plan --Document improvement in functioning	Has functioning scale shown improvement or lack of upon discharge? Any transitioning planning?
<b>IV. Therapeutic Alternative Home Care</b>	<u>A. Crisis/respite</u> --30 to 15 on scale --Low in F/E strengths --Moderate to High in PD and ID <u>B. Traditional FC</u> --25 to 10 on scale --Low in F/E strengths --Moderate in PD and ID <u>C. TFC</u> --26 to 17 on scale --Low in F/E --Moderate to High in PD and ID <u>D. Intensive TFC</u> --26 to 21 on scale --Low in F/E --Moderate to High in PD and ID	--Review thresholds: A. For the duration authorized B. Every 6 months C. Every 3 months D. Every 3 months -- check permanency plan; --Document improvement in functioning & family engagement --emancipation planning if applicable	Has functioning scale shown improvement or lack of upon discharge? Any transitioning planning?
<b>V. Therapeutic and Structured Residential Treatment</b>	<u>A. Group Home</u> --27 to 23 on scale --Low to Moderate in F/E strengths --Moderate to High on ID <u>B. Open RTC</u> --27 or more --Low to Moderate in F/E strengths --Moderate to High on ID <u>C. Locked RTC</u> --30 or more --Low in F/E strengths --High on ID	--Review progress monthly -- check permanency plan --Document improvement in functioning & family engagement --emancipation planning if applicable	Has functioning scale shown improvement or lack of upon discharge? Any transitioning planning?

Additional Reviewer Comments:

# INDIVIDUAL CHILD CARE AGREEMENT

<b>Title IV-E Agency:</b> <u>ODJFS-Butler County Children Services</u>	<input type="checkbox"/> Relative/Kinship Home <input type="checkbox"/> Agency Foster Home (FFH) <input type="checkbox"/> Purchased Foster Home <input type="checkbox"/> Group Home Placement <input type="checkbox"/> Residential Treatment <input type="checkbox"/> Psychiatric Hospital <input type="checkbox"/> Independent Living Facility	<b>Reimbursement Per diem:</b> <b>Maintenance:</b> \$ _____ <b>Administration:</b> \$ _____ If applicable: Case Management: \$ _____ Transportation: \$ _____ Other Direct Services: \$ _____ Behavioral Health Care: \$ _____ Other costs: \$ _____ <b>Total:</b> \$ _____
<b>Agency Address:</b> <u>300 North Fair Ave.</u> <u>Hamilton, OH 45011</u>	<b>SACWIS Case ID:</b> _____	
<b>Phone:</b> <u>513-887-4055</u> <b>Fax:</b> <u>513-887-4260</u>	<b>Case Name:</b> _____ <b>Custody Status:</b> _____	
_____ (This section to be filled out by FC Dept) <b>Placement Specialist:</b> _____ <b>Date Assigned to Specialist:</b> _____		

By execution of this agreement, \_\_\_\_\_ agree(s) to provide substitute care services for: ODJFS-Butler County Children Services  
 (\*Substitute caregiver name(s) or Provider name)

a Title IV-E agency, on behalf of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, born on \_\_\_\_\_,  
(Child's Name) (Child's Sex) (Child's Race) (Date of birth)

for whom the agency has custody or is facilitating a placement in substitute care. The child was/will be placed in substitute care on

\_\_\_\_\_. Estimated length of placement is for/through \_\_\_\_\_. The child's current case plan goal is as follows:

☐ Reunification ☐ PPLA ☐ Adoption ☐ Other. The agency representative placing the child is \_\_\_\_\_

The worker responsible for the child is \_\_\_\_\_. The worker can be reached at (513) \_\_\_\_\_.

**\*NOTE:** “Substitute caregiver” refers to any of the following, as appropriate to the substitute care setting referenced in this specific ICCA: relative or kinship caregiver, agency foster parent, network foster parent/agency, group home caregiver, residential facility caregiver, or psychiatric hospital caregiver. “Substitute care setting” refers to any of the following, as appropriate to the placement setting referenced in this specific ICCA: relative/kinship home, agency foster home, network foster home, group home, residential facility, or psychiatric hospital.

**\*\* By signing this ICCA, the substitute caregiver expressly understands and agrees that no contractual or other legally enforceable relationship has been established.**

### **SECTION 1a: CHILD STRENGTHS/SKILLS**

**Child's positive attributes and strengths:**

- ☐ Motivated to receive help      ☐ Engaging with peers      ☐ A good sense about self and life goals
- ☐ Engaging with adults      Child's skills, talents, interests and hobbies:

**SECTION 1b: FAMILY/ENVIRONMENT STRENGTHS:**

- ☐ Motivated to receive help      ☐ A history of compliance with BCCS      ☐ Stable living environment  
☐ Good financial management      ☐ Available family or social support

### Details:

## SECTION 2: HISTORICAL/BACKGROUND INFORMATION ON THE CHILD

Describe history of abuse and/or neglect and/or dependency (both past and current, identify inter-generational influences, if applicable):

This is a sample document developed to meet the requirements contained in rules 5101:2-42-90 (A)-(T); 5101:2-42-05 (D)-(G); 5101:2-5 (10) & as applicable; 5101:2-7 (01)-(17); 5101:2-9-21 of the Ohio Administrative Code. The use of this template is not required.

**DEVELOPMENT ISSUES:**

Does the child exhibit developmental delays?

☐ YES ☐ NO ☐ U/A

(consider toilet training, bedwetting, social/motor skills, speech/language, etc.)

If YES, the child exhibits the following developmental delays:

Physical?

☐ YES ☐ NO ☐ U/A

Explain:

Intellectual?

☐ YES ☐ NO ☐ U/A

Explain:

Social/emotional?

☐ YES ☐ NO ☐ U/A

Explain:

**PHYSICAL HEALTH CARE ISSUES:**

Does the child have current/immediate health care needs?

☐ YES ☐ NO ☐ U/A

If YES, describe:

Does the child currently take medication(s)?

☐ YES ☐ NO ☐ U/A

If YES, kind and dosage of each (indicate what each medication is treating):

1

Does the child have allergies?

☐ YES ☐ NO ☐ U/A

If YES, describe:

**(Refer to "Child's Education and Health Information" form (01443) for more specific information regarding health care issues)****MENTAL HEALTH ISSUES:**

Has the child had a psychological and/or psychiatric evaluation?

☐ YES ☐ NO ☐ U/A

If YES, most recent date tested: \_\_\_\_\_ Results of testing: \_\_\_\_\_

Testing completed by: \_\_\_\_\_ Recommendations: \_\_\_\_\_

**SECTION 3: ATTACHMENT/BONDING AND FAMILIAL RELATIONSHIPS**

Does the child demonstrate significant attachment to caregivers (e.g., parents, relatives, foster parents, prospective adoptive parents, facility staff, etc.)?

☐ YES ☐ NO ☐ U/A Describe in detail:

Does the child demonstrate significant attachment to siblings (toward all, toward some, etc.)?

☐ YES ☐ NO ☐ U/A ☐ N/A Describe in detail: \_\_\_\_\_ a Title IV-E agency) believes that parent/child and sibling relationships for children in substitute care have intrinsic value. It is the Agency's policy to require ongoing parental visits when children are placed out-of-home and to encourage sibling visits when siblings are placed in separate substitute care settings. Visits should occur as outlined in Section 10 of this ICCA. It is the responsibility of both the assigned social worker and the substitute caregiver(s) to work together to assure that parent/child and sibling visits take place.



#### **SECTION 4: LEGAL INVOLVEMENT/HISTORY OF DELINQUENT BEHAVIOR**

Has the child committed other violent acts or exhibited behaviors of concern? \_\_\_\_\_

☐ YES ☐ NO ☐ U/A

If YES, explain: \_\_\_\_\_

☐ Record Sealed (per ORC 2151.358)

Has the child been adjudicated delinquent in Juvenile Court? ☐ YES ☐ NO \*If NO, proceed to Section 5. If YES, attach "**Juvenile Court Disclosure Form**" and provide information as outlined in this form to:

☐ Caregiver - for all placements - Caregiver initials indicating receipt: \_\_\_\_\_

Has the child been registered as a sexual offender, habitual offender, or predator? \_\_\_\_\_

☐ YES ☐ NO ☐ U/A

If YES, explain: \_\_\_\_\_

Were any other counties contacted regarding delinquency information on the child? \_\_\_\_\_

☐ YES ☐ NO ☐ U/A

If YES, indicate which county (ies) and briefly describe outcome: \_\_\_\_\_

Name of Probation Officer (if applicable): \_\_\_\_\_ Phone: \_\_\_\_\_

**\*NOTE:** If the child is being placed in a foster home "in a county other than the county in which the child resided at the time he/she was removed from his/her home," complete **REQUIRED JUVENILE COURT FORM ON PAGE 10**, and provide copies to the juvenile court and PCSA of the county in which the child is being placed (if the child has been adjudicated delinquent and/or unruly at any time within the placing county). The PCSA is to be provided information about the child per **Rule 5101: 2-42-90**.

☐ Juvenile Court & ☐ PCSA (for out of county placements, see note above) CW initials: \_\_\_\_\_

#### **SECTION 5: INFORMATION REGARDING THE CHILD'S NEED FOR PLACEMENT**

What has been done to prevent/divert placement? \_\_\_\_\_

Explain the reasons for placement? \_\_\_\_\_

Where is the child currently? \_\_\_\_\_

What is the relationship between the perpetrator and child? \_\_\_\_\_

Indicate any placement restrictions (i.e. boys or girls only, no other children, location, etc.): \_\_\_\_\_

#### **SECTION 6: EMERGENCY/NON-EMERGENCY MEDICAL CARE and BILLING**

**EMERGENCY:** In emergency medical situations, the substitute caregiver will use the nearest medical facility available for prompt treatment. The medical provider will contact the agency at (513) 887-4055 during normal business hours and at (513) 868-0888 after hours (evenings and weekends) to verify custody and to obtain agency authorization for treatment. The substitute caregiver is permitted to sign medical authorization forms for non-invasive and/or emergency care; however, the substitute caregiver is **not** permitted to sign financial responsibility forms.

**NON-EMERGENCY:** The substitute caregiver is responsible to assure that the child receives routine medical care, including transportation to all medical, dental, and optical appointments. The substitute caregiver is responsible to supervise the administration of any medication given in the substitute care setting. The caregiver is also responsible to provide any/all reports to the agency following completion of any episode for routine medical, dental, or optical care.

Non-emergency, routine medical care **does not** require prior approval by the agency.

**BILLING** Medicaid card? ☐ YES ☐ NO ☐ U/A Card #: \_\_\_\_\_  
Effective date of Medicaid: \_\_\_\_\_ Medicaid application pending? ☒ YES ☐ NO ☐ U/A  
Title XIX eligible? ☐ YES ☐ NO ☐ U/A  
Private insurance? ☐ YES ☐ NO ☐ U/A Company: \_\_\_\_\_  
Other billing instructions: \_\_\_\_\_ [Refer to attached insurance card(s)]

**SECTION 7: CHILD BEHAVIOR AND CHARACTERISTICS (HISTORICAL AND CURRENT)**  
**(SEE PAGES 5 & 6 FOR CHECKLIST)**

**SECTION 8: SERVICES TO BE PROVIDED TO THE CHILD AND THE CAREGIVER**

**SERVICES PROVIDED OR ARRANGED FOR BY THE AGENCY TO THE CHILD:**

- |  |   |  |
|--|---|--|
| *Casework counseling   | *Substitute care  | *Visitation with family and siblings                     |
| *Substance abuse assessment<br>(and/or treatment via referral) | *Comprehensive psychosocial assessment<br>(and/or treatment via referral) | *Developmental assessment<br>(and services via referral) |
| *Education services<br>(special or regular)                    | *Independent Living training<br>(for youth 16 and above)                  | *Other: _____  |

(For other child-specific services that the Agency will provide to or arrange for the child, please refer to the Case Plan document)

**SERVICES PROVIDED BY THE AGENCY TO THE SUBSTITUTE CAREGIVER** (Agency and Purchased foster caregivers):

- |                        |                         |               |
|------------------------|-------------------------|---------------|
| *Casework counseling   | *Training and education | *Other: _____ |
| *Respite care services | *Crisis intervention    | *Other: _____ |

(For other specific services that the Agency will provide to the Substitute Caregiver, please refer to the Agency/Caregiver agreement or to general contractual agreements, as applicable)

**SERVICES PROVIDED BY THE SUBSTITUTE CAREGIVER AND/OR PROVIDER TO THE CHILD:**

- |  |  |  |
|--|--|--|
| *Supervision/care (full-time)                  | *Provision of basic needs<br>(food, clothing, shelter) | *Time and attention (nurture)  |
| *Alternative care<br>(emergency/non-emergency) | *Social and recreational<br>opportunities              | *Educational involvement<br>(registration, homework<br>school conferences) |
| *Medical, dental, optical care<br>(routine)    | *Life skills training                                  | *Other: _____  |

(For other specific services to be provided by the Substitute Caregiver and/or Provider to the child, refer to general contractual agreements)

**SECTION 9: SPECIAL NEEDS OF THE CHILD**

Special dietary instructions (consider food allergies, religious restrictions, etc.) or N/A: \_\_\_\_\_

Special therapy instructions (including physical, speech, hearing, etc) or N/A: \_\_\_\_\_

Special tutoring/educational assistance instructions or N/A : \_\_\_\_\_

Special instructions regarding learning disabilities (i.e. SED, SLD, etc.) or N/A : \_\_\_\_\_

Other special services that may require assistance from the substitute caregiver/provider or N/A : \_\_\_\_\_

# CHILD BEHAVIOR AND CHARACTERISTIC CHECKLIST

\*List current and/or historical "frequency" of behavior as: daily, weekly, 2x/week, monthly, 3x/month, 1x incident, etc

Child Name: _____ Date: _____ Completed by: _____	Current	Historical	Frequency/Explain
<b>DEVELOPMENTAL:</b>			
Physical Delays	<input type="checkbox"/>	<input type="checkbox"/>	
Cognitive/Intellectual Delays	<input type="checkbox"/>	<input type="checkbox"/>	
Social Delays	<input type="checkbox"/>	<input type="checkbox"/>	
Emotional Delays	<input type="checkbox"/>	<input type="checkbox"/>	
Sensory Delays (speech/hearing)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>BEHAVIORAL:</b>			
Biting	<input type="checkbox"/>	<input type="checkbox"/>	
Foul Language	<input type="checkbox"/>	<input type="checkbox"/>	
Severe Anger	<input type="checkbox"/>	<input type="checkbox"/>	
Tantrums	<input type="checkbox"/>	<input type="checkbox"/>	
Shy/Introverted	<input type="checkbox"/>	<input type="checkbox"/>	
Fears/Phobias	<input type="checkbox"/>	<input type="checkbox"/>	
Witness to Violence	<input type="checkbox"/>	<input type="checkbox"/>	
Bizarre Behavior (Explain)	<input type="checkbox"/>	<input type="checkbox"/>	
Verbally Aggressive toward Adults	<input type="checkbox"/>	<input type="checkbox"/>	
Verbally Aggressive toward Children	<input type="checkbox"/>	<input type="checkbox"/>	
Verbally Aggressive toward Peers	<input type="checkbox"/>	<input type="checkbox"/>	
Physically Aggressive toward Adults	<input type="checkbox"/>	<input type="checkbox"/>	
Physically Aggressive toward Children	<input type="checkbox"/>	<input type="checkbox"/>	
Physically Aggressive toward Peers	<input type="checkbox"/>	<input type="checkbox"/>	
Physically Aggressive toward Animals	<input type="checkbox"/>	<input type="checkbox"/>	
Sex Abuse Victim	<input type="checkbox"/>	<input type="checkbox"/>	
Masturbates in Public	<input type="checkbox"/>	<input type="checkbox"/>	
Sexually Active with Adults	<input type="checkbox"/>	<input type="checkbox"/>	
Sexually Active with Other Children	<input type="checkbox"/>	<input type="checkbox"/>	
Sexually Active with Peers	<input type="checkbox"/>	<input type="checkbox"/>	
Sexually Active with Animals	<input type="checkbox"/>	<input type="checkbox"/>	
Cross-Dressing	<input type="checkbox"/>	<input type="checkbox"/>	
Sexual Identity/Orientation Issues	<input type="checkbox"/>	<input type="checkbox"/>	
Sex Offender/Predator	<input type="checkbox"/>	<input type="checkbox"/>	
Encopresis/Enuresis	<input type="checkbox"/>	<input type="checkbox"/>	
Hygiene Problems	<input type="checkbox"/>	<input type="checkbox"/>	
Fire-Setting (Explain)	<input type="checkbox"/>	<input type="checkbox"/>	
Runaway	<input type="checkbox"/>	<input type="checkbox"/>	With Risk: Without Risk:
Destruction of Property (Explain)	<input type="checkbox"/>	<input type="checkbox"/>	e
Shoplifting	<input type="checkbox"/>	<input type="checkbox"/>	
Stealing	<input type="checkbox"/>	<input type="checkbox"/>	
Lying	<input type="checkbox"/>	<input type="checkbox"/>	
Avoids Responsibility/Blames Others	<input type="checkbox"/>	<input type="checkbox"/>	
Unruly (Adjudicated?)	<input type="checkbox"/>	<input type="checkbox"/>	
Delinquent (Adjudicated?)	<input type="checkbox"/>	<input type="checkbox"/>	
Gang Activity	<input type="checkbox"/>	<input type="checkbox"/>	
Sleeping Disorder	<input type="checkbox"/>	<input type="checkbox"/>	
Smoking	<input type="checkbox"/>	<input type="checkbox"/>	
Multiple Out-of-Home Placements	<input type="checkbox"/>	<input type="checkbox"/>	
<b>PHYSICAL:</b>			
Pre-natal Exposure to Drugs/Alcohol	<input type="checkbox"/>	<input type="checkbox"/>	
Health Problems	<input type="checkbox"/>	<input type="checkbox"/>	
Physical Handicap/Disability	<input type="checkbox"/>	<input type="checkbox"/>	

Date: _____ Completed by: _____	Current	Historical	Frequency/Explain
<b>EDUCATIONAL/SCHOOL:</b>			
Learning Delays	<input type="checkbox"/>	<input type="checkbox"/>	
Specific Learning Disability (SLD)	<input type="checkbox"/>	<input type="checkbox"/>	
Cognitive Disability (CD)→former DH	<input type="checkbox"/>	<input type="checkbox"/>	
Emotional Disability (ED)→former SBH	<input type="checkbox"/>	<input type="checkbox"/>	
Multiple Disability (MD)→former MH	<input type="checkbox"/>	<input type="checkbox"/>	
Other Health Impaired (OHI)	<input type="checkbox"/>	<input type="checkbox"/>	
Truant/Excessively Absent	<input type="checkbox"/>	<input type="checkbox"/>	
In-School Suspension	<input type="checkbox"/>	<input type="checkbox"/>	
Out-of-School Suspension	<input type="checkbox"/>	<input type="checkbox"/>	
Detention	<input type="checkbox"/>	<input type="checkbox"/>	
Expulsion	<input type="checkbox"/>	<input type="checkbox"/>	
<b>EMOTIONAL/PSYCHOLOGICAL:</b>			
Hyperactive	<input type="checkbox"/>	<input type="checkbox"/>	
Impulsive	<input type="checkbox"/>	<input type="checkbox"/>	
Attention Deficit	<input type="checkbox"/>	<input type="checkbox"/>	
Attachment Difficulties	<input type="checkbox"/>	<input type="checkbox"/>	
Reactive Attachment Disorder	<input type="checkbox"/>	<input type="checkbox"/>	
Bulimia	<input type="checkbox"/>	<input type="checkbox"/>	
Anorexia	<input type="checkbox"/>	<input type="checkbox"/>	
Post-traumatic Stress Disorder	<input type="checkbox"/>	<input type="checkbox"/>	
Oppositional/Defiant	<input type="checkbox"/>	<input type="checkbox"/>	
Conduct Disorder	<input type="checkbox"/>	<input type="checkbox"/>	
Anxiety	<input type="checkbox"/>	<input type="checkbox"/>	
Depression	<input type="checkbox"/>	<input type="checkbox"/>	
Suicidal Ideation/Plan	<input type="checkbox"/>	<input type="checkbox"/>	
Suicidal Gesture/Attempt	<input type="checkbox"/>	<input type="checkbox"/>	
Self-mutilation/Self-injurious Behavior	<input type="checkbox"/>	<input type="checkbox"/>	
Rocking/Head-banging	<input type="checkbox"/>	<input type="checkbox"/>	
Disorder of Thought	<input type="checkbox"/>	<input type="checkbox"/>	
Disorder of Mood (Feelings)	<input type="checkbox"/>	<input type="checkbox"/>	
Disorientation of Time/Place/Person	<input type="checkbox"/>	<input type="checkbox"/>	
Autism/PDD	<input type="checkbox"/>	<input type="checkbox"/>	
Substance Use	<input type="checkbox"/>	<input type="checkbox"/>	
Substance Abuse	<input type="checkbox"/>	<input type="checkbox"/>	
Substance Addiction	<input type="checkbox"/>	<input type="checkbox"/>	
Substance Recovery	<input type="checkbox"/>	<input type="checkbox"/>	
<b>OTHER:</b>			
	<input type="checkbox"/>	<input type="checkbox"/>	

\*List current and/or historical "frequency" of behavior as: daily, weekly, 2x/week, monthly, 3x/month, 1x incident, etc.

For the behavioral/health concerns identified in this section, what treatment/services will be required to address the needs?

What is the plan to meet the needs identified above?

(Also refer to Case Plan document for child-specific service needs and how those will be addressed)

**NOTE:** The information reported in this section has been gathered/ obtained from a variety of sources and is true and accurate to the best of knowledge at the time this section is completed/dated.

## SECTION 10: VISITATION AGREEMENTS AND ARRANGEMENTS

☐ No visitation approved at the present time. If checked, explain why visitation is not occurring: \_\_\_\_\_

### PROHIBITED VISITATION CONTACTS (PER COURT ORDER, NO CONTACT IS ALLOWED):

Name:

Relationship to child:

Reason for no contact order: \_\_\_\_\_

Reason for no contact order: \_\_\_\_\_

### APPROVED VISITATION CONTACTS AND SPECIFICATIONS REGARDING VISITS:

Name

Relationship to child:

Frequency, duration, location:

Supervised?

☐ YES ☐ NO

☐ YES ☐ NO

What are the transportation arrangements (including responsible party) for visits as outlined above? \_\_\_\_\_

### APPROVED OTHER FORMS OF CONTACT AND SPECIFICATIONS:

Name:

Relationship to child:

Phone

Letters

E-mail

Specifications/restrictions:

Additional information/specifics regarding contact with family: \_\_\_\_\_

(Refer to Visitation Plan document for changes/modifications to these visitation agreements and arrangements)

## SECTION 11: EDUCATIONAL INFORMATION

Complete "School Enrollment/Notification to School District" form and provide to the caregiver and school district. Provide a copy to the PCSA of the county in which the child is being placed (if child is being placed in "a county other than the county in which the child resided at the time he/she was removed from his/her home").

Program type: ☐ Regular ☐ ED ☐ SLD ☐ CD ☐ MD ☐ OHI ☐ MR/DD ☐ Vocational Program

☐ Alternative School or Specialized Program: (Name of School/Program: \_\_\_\_\_)

Current Individual Education Plan (IEP)? ☐ YES ☐ NO

Due date: \_\_\_\_\_

Current Multi-Factor Evaluation (MFE)? ☐ YES ☐ NO

Due date: \_\_\_\_\_

Current School:

Current Grade Level:

\*NOTE: A child in the custody of \_\_\_\_\_ (a Title IV-E Agency) who has an active IEP will be assigned a surrogate parent through the school system that is providing educational services to the child.

Educational achievements:

(Refer to "Child's Education and Health Information" form (01443) for more specific information regarding educational services)

Ohio Department of Job and Family Services

**SCHOOL ENROLLMENT AND NOTIFICATION**  
**TO SCHOOL DISTRICT AND PROVIDER OF SERVICE**

To be completed by the Title IV-E Worker and provided to the school district upon placement for all school-age children.

This information must be provided to the local PCSA or Provider where the child is placed.

**TO PUPIL SERVICES OFFICE OF:**

<b>Local District of Service</b>	
----------------------------------	--

**Information Required for the Enrollment of Children in Substitute Care:**

<b>Student's Name</b>	<b>Date of Birth</b>	<b>Grade Level</b>
<b>Was the student previously enrolled in a Special Education Program?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No

If YES, check which Special Education Program:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> HI (Hearing Impairment)<br>former SBH | <input type="checkbox"/> SLD (Specific Learning Disability)   | <input type="checkbox"/> ED (Emotional Disturbance) →       |
| <input type="checkbox"/> VI (Visually Impairment)<br>DH        | <input type="checkbox"/> MD (Multiple Disability) → former MH | <input type="checkbox"/> CD (Cognitive Disability) → former |
| <input type="checkbox"/> OHI (Other Health Impairment)         | <input type="checkbox"/> Speech/Language Impairment           | <input type="checkbox"/> Autism                             |

<b>Current placement or Foster Home</b>					
<b>Address</b>				<b>City</b>	
<b>State</b>		<b>Zip</b>		<b>Home Phone Number</b>	
				<b>Work Phone Number</b>	

<b>Name of biological/custodial parent(s) at the time of placement</b>					
<b>Address</b>				<b>City</b>	
<b>State</b>		<b>Zip</b>		<b>Home Phone Number</b>	
				<b>Work Phone Number</b>	

<b>School District of residence at time of placement</b>					
<b>Did the court specify the School District responsible for the cost of education?</b>					<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If Yes, name of School District financially responsible</b>					
<b>Journal Entry Number</b>				<b>ODYS Case Number (I/A)</b>	

**\*IMPORTANT: ATTACH COPY OF JOURNAL ENTRY**

Describe safety and well-being concerns regarding the child, the students, teachers and school personnel

Provide a brief description of the reasons why the child was removed from his/her home

Describe the services the child is currently or will be receiving

**AGENCY WITH CUSTODY OF THE CHILD**

Agency Name	Butler County Children Services	Agency Phone	513-887-4055
Agency Address	300 N. Fair Ave Hamilton Ohio 45011		
Worker Name/Signature		Date	
Supervisor Name/Signature		Date	

**PROVIDER CONTACT RESPONSIBLE FOR MONITORING PLACEMENT**

Provider Agency		Provider Phone	
Provider Address			
Provider Contact Name			

**FOR SCHOOL DISTRICT OF ATTENDANCE USE ONLY**

Approved by		Date	
-------------	--	------	--

Ohio Department of Job and Family Services  
**JUVENILE COURT DISCLOSURE FORM**  
(to be completed by Title IV-E Agency Worker)

A. LIST ADJUDICATED UNRULY CHARGES, DATES, AND DISPOSITION:

Charge	Date	Disposition

B. LIST ADJUDICATED DELINQUENT CHARGES, DATES, AND DISPOSITION:

Charge	Date	Disposition

C. LIST PENDING UNRULY AND/OR DELINQUENT CHARGES AND COURT DATES:

Charge	Unruly/Delinquent	Adjudication Date

D. CHECK IF THE CHILD HAS BEEN ADJUDICATED DELINQUENT FOR COMMISSION OF ANY OF THE FOLLOWING OFFENSES (CHECK ALL THAT APPLY):

- |  |  |
|--|--|
| <input type="checkbox"/> MURDER  | <input type="checkbox"/> AGGRAVATED ASSAULT                        |
| <input type="checkbox"/> AGGRAVATED MURDER   | <input type="checkbox"/> RAPE                                      |
| <input type="checkbox"/> VOLUNTARY MANSLAUGHTER  | <input type="checkbox"/> SEXUAL BATTERY                            |
| <input type="checkbox"/> INVOLUNTARY MANSLAUGHTER  | <input type="checkbox"/> GROSS SEXUAL IMPOSITION                   |
| <input type="checkbox"/> ASSAULT   | <input type="checkbox"/> CONSPIRACY INVOLVING AN ATTEMPT TO COMMIT |
| <input type="checkbox"/> FELONIOUS ASSAULT   | <input type="checkbox"/> AGGRAVATED MURDER OR MURDER.              |
| <input type="checkbox"/> ANY OTHER OFFENSE THAT WOULD BE A FELONY IF COMMITTED AS AN ADULT, AND THE CHILD, UPON COMMITTING THE OFFENSE, WAS FOUND TO BE USING OR IN POSSESSION OF A FIREARM. |  |

**\*\*ANY CHECK ABOVE REQUIRES A REPORT (PROVIDED BY THE JUVENILE COURT THAT PLACED THE CHILD IN AGENCY CUSTODY) THAT CONTAINS, AT A MINIMUM, THE FOLLOWING INFORMATION:**

1. A description of the child's social history.
2. Unless a child's record has been sealed pursuant to Section 2151.358 of the Revised Code, a description of all the known acts committed by the child that resulted in the child being adjudicated delinquent and the disposition made by the court. If the agency knows the child's record has been sealed, the foster caregiver shall be informed in writing by the agency that the child's record of prior delinquency adjudication has been sealed.
3. A description of any other violent acts committed by the child of which the Title IV-E agency or PCPA is aware.
4. The substantial and material conclusions and recommendations of any psychiatric or psychological examination conducted on the child or, if no psychiatric or psychological examination of the child is available, the substantial and material conclusions and recommendations of an examination to detect mental and emotional disorders conducted in compliance with the requirements of Chapter 4757 of the Revised Code by a licensed independent social worker, licensed social worker, licensed professional clinical counselor, or licensed professional counselor.

If a current (within the past 12 months) psychological assessment/exam does not exist, an updated psychological must be completed within 60 days of placement with the substantial and material conclusions provided to the substitute caregiver.

**If this is an emergency placement, the above information will be provided within 96 hours of placement**



Ohio Department of Job and Family Services  
WRITTEN INFORMATION PROVIDED TO JUVENILE COURT REPRESENTATIVE  
AND PCSA IN COUNTY OF PLACEMENT

(to be completed by the placing Title IV-E Agency Worker and sent to Juvenile Court and PCSA  
within 5 days of placement of children in an out-of-county foster home)

Date	
Child's Name	
Date of Birth	
Foster Caregiver's Name	
Foster Caregiver's Address	

<b>*Provide a brief description of the facts supporting the adjudication that the child is unruly or delinquent.</b>

<b>*Describe services the child is currently receiving or will be receiving.</b>

**\*Agency that has custody/legal responsibility of the child**

Agency Name	
Address	
Phone Number	
Caseworker Name	
Supervisor Name	

**\*Worker responsible for monitoring placement (if a purchased placement)**

Name	
Address	
Phone Number	
Agency Name	
Agency Address	

## **SECTION 12: CARE AND DISCIPLINE OF A CHILD IN SUBSTITUTE CARE**

Discipline used with a child in custody **MUST** be in compliance with **Rule 5101: 2-7-09** (for all substitute caregivers) and **Rule 5101: 2-9-21** (for facilities). In all placement settings, the use of corporal punishment or any type of physically, emotionally, or verbally abusive discipline technique is absolutely forbidden as a means of discipline for children under the supervision of or in the care/legal responsibility of \_\_\_\_\_ (a Title IV-E Agency).

\_\_\_\_\_ (a Title IV-E Agency) staff, substitute caregivers/providers, approved adoptive parents, group home and residential treatment facility staff/childcare workers, volunteers including college interns shall use discipline techniques that stress praise and encouragement for desired behavior rather than punishment, shall treat each child with kindness, consistency, and respect, and shall provide humane, instructive discipline appropriate to the age and functioning level of the child, without discrimination on the basis of race, sex, religion, or cultural heritage. Children shall not be subjected to verbal abuse, swearing, or derogatory remarks about their custody status, family, ethnic or cultural background, race, or religion. No child shall be punished for bed-wetting, during the course of toilet training activities, or for actions over which he/she has no control. In addition, no child shall be threatened, using threats of personal physical violence or threats regarding removal from the home. All rules for and expectations of the child shall be explained to the child in a manner appropriate to his/her age and functioning level during initial orientation to the substitute care setting and prior to discipline for infractions of those rules/expectations. Such explanation applies to any child, regardless of placement setting.

Corporal punishment of children in Agency custody is prohibited by Ohio Administrative Code **Rule 5101: 2-7-09** and **Rule 5101: 2-9-21**. Substitute caregivers are responsible to know and adhere to **Rule 5101: 2-7-09**. In addition, substitute caregiver staff in group home, residential, and hospital settings are responsible to know and adhere to **Rule 5101: 2-9-21**. Any act of omission or commission on the part of a substitute caregiver (or other member of the household in foster care settings) which results in the death, injury, illness, abuse, neglect, or exploitation of the child shall result in the appropriate consequence as stipulated in **Rule 5101: 2-7-09** or **Rule 5101: 2-9-21**.

In addition, a substitute caregiver shall ensure that each child placed in the substitute care setting who is not capable of meeting his/her own personal hygiene needs is clean and groomed daily. A child's clothing and footwear shall be clean, well fitting, seasonal, and appropriate to the child's age and gender. Children capable of meeting their own personal hygiene needs shall be provided with adequate personal toiletry supplies appropriate to the child's age, gender, race, and cultural background. A substitute caregiver shall provide each child instruction on good habits of personal care, hygiene, and grooming appropriate to the child's age, gender, race, cultural background, and need for training.

## **SECTION 13: ADDITIONAL SPECIFICATIONS FOR CARE AND DISCIPLINE OF A CHILD IN GROUP HOME, RESIDENTIAL, OR PSYCHIATRIC CARE SETTINGS**

(If placement setting is a relative/kinship or foster home, skip to Section 14: "Alternative/Emergency Care Plans/Supervision")

Per **Rule 5101: 2-9-21**, the disciplinary policies of a residential facility shall be explained to the child and staff, and a copy made available to the person or Agency placing the child in the facility. The discipline policies/procedures of a residential facility shall be humane and instructive and shall be administered with fairness, consistency and respect and regardless of the child's race, sex, religion, or cultural heritage. In addition to prohibitions in **Rule 5101: 2-7-09**, residential facility administration/staff are prohibited from using any of the unusual punishments/practices as outlined in **Rule 5101: 2-9-21**.

Only administrators or employees with direct care responsibilities within a residential facility shall administer discipline to a child placed in that facility. If a residential facility places any restriction on a child's rights for longer than two (2) hours, the facility shall inform the child and the child's custodian of the reason for the restriction, provide a written report summarizing the conditions of and reasons for the restriction (to be placed in the child's record), inform any other individual on whom the child's restricted rights impinge, and document review of the decision on a weekly basis. Any restriction shall be included in the service plan and approved by the child's custodian

## **SECTION 14: ALTERNATIVE AND EMERGENCY CARE PLANS AND SUPERVISION**

The substitute caregiver is responsible for the full-time care and supervision of the child, while the child is in care. If the child is not in the direct care of the substitute caregiver(s), alternative caregivers (in both emergency and non-emergency situations) may be used, but must have prior approval by the recommending Agency.

No child shall be left unattended for any period of time for any reason regardless of age unless written permission is provided by the Agency. Written documentation of permission for a child to be left unattended must outline the amount of time that the child can be left unattended and the documentation must be kept in the substitute caregiver record.

## **SECTION 15: PHYSICAL RESTRAINT PROCEDURE AND ALLOWANCE**

**USE OF PHYSICAL RESTRAINT IS STRICTLY PROHIBITED, UNLESS:** (INITIAL one below, if applicable)

\_\_\_\_\_ The caregiver has received Agency-approved training in specific and acceptable methods of physical restraint, the Agency has current documentation of such training on file, and the caregiver has been granted approval by the Agency to utilize physical restraints in accordance with the specifications listed in **Rule 5101: 2-7-09 (G)-(J)**. Physical restraint should be used **ONLY** in an effort to help the child **regain** self-control (it may not be utilized prior to a child losing control). The Agency must be notified immediately following the use of physical restraint, and a written report of the incident shall be submitted to the Agency by the caregiver within twenty four (24) hours of the incident.

\_\_\_\_\_ General or child-specific contractual arrangements with the therapeutic foster care network, group home care provider, residential treatment facility, or psychiatric hospital stipulates agreement to the use of physical restraint as a behavior management intervention. Physical restraint, if allowed within contractual arrangements, must be enacted in accordance with ODJFS rules **5101: 2-7-09** and **5101: 2-9-21**.

## **SECTION 16: RIGHTS AND RESPONSIBILITIES**

### **RIGHTS AND RESPONSIBILITIES OF THE AGENCY, SUBSTITUTE CAREGIVER, & PROVIDER**

For any substitute care placement to be successful, efforts of the entire child welfare team must be directed toward the goal of permanency. Permanency means the child is placed in a safe, permanent family (birth, relative, kinship, or adoptive) without further need of custodial and placement services from the Agency. Each team member must recognize the scope of his/her rights and responsibilities, and must work cooperatively with other team members to achieve permanence for the child. Permanency planning commences immediately upon the Agency's first contact with the child and family, and culminates with the child's timely return to the birth family or with timely permanence established with a relative, kinship, or adoptive family, and termination of Agency involvement.

### **AGENCY RIGHTS AND RESPONSIBILITIES**

In accordance with Ohio law, \_\_\_\_\_ (a Title IV-E agency), has responsibility to provide services to a child and/or family that will help preserve and maintain the family unit. If a situation cannot be corrected through appropriate and timely interventions and risk to the child remains unacceptably high with regard to safely maintaining the child in the home, the Agency has the responsibility to seek temporary custody of the child and remove the child from his/her home. Placement in a relative or kinship home is always preferred to the Agency assuming custodial status with placement in a more restrictive substitute care setting. When the child has been removed from the home, statutes require (in most cases) that the Agency make reasonable efforts to help the parents understand and meet their responsibilities. If reasonable efforts to rehabilitate the family are either not required or not successful, and neglect, abuse, and/or dependency conditions continue and are likely to continue, the Agency has the responsibility to seek termination of parental rights and secure an alternative, permanent home for the child.

\_\_\_\_\_ (a Title IV-E agency) will ensure that a child is placed with substitute caregivers who are both willing and able to provide a safe and nurturing environment in which to live. The Agency will assure that substitute caregivers meet all Agency requirements and ODJFS rules with regard to substitute caregiving. The Agency will function as a partner with substitute caregivers in meeting the child's individual needs and in accomplishing the case plan goals, and will meet with the substitute caregivers on a monthly basis.

The Agency will advocate for a more intensive level of care for a child when that child cannot be safely maintained within the community and/or requires treatment intervention that indicates a more intensive level of placement. This process will be enacted per policies and procedures specific to \_\_\_\_\_ (a Title IV-E agency).

When a child is placed in the temporary custody of \_\_\_\_\_ (a Title IV-E agency), Ohio Revised Code stipulates that the Agency has the "right to have physical care and control of the child and to determine where and with whom the child shall live, and the right and duty to protect, train, and discipline the child and to provide the child with food, shelter, education and medical care, all subject to any residual parental rights, privileges, and responsibilities." The Agency will carry out this mandate through a coordinated team approach and will ensure that the substitute caregiver has a significant and active role in that process.

### **SUBSTITUTE CAREGIVER RIGHTS AND RESPONSIBILITIES**

The substitute caregivers will ensure the safety and well-being of a child or sibling group placed in their care. Substitute caregivers are responsible to adhere to all Agency procedures/policies and ODJFS rules related to providing substitute care. Substitute caregivers will actively participate as a team member and partner with \_\_\_\_\_ (a Title IV-E agency) in meeting the child's individual needs and accomplishing the case plan goals. The substitute caregivers understand that ALL information provided by the Agency or other sources as well as information learned from the child or family, is **STRICTLY CONFIDENTIAL** and is not to be shared with anyone other than Agency personnel without specific consent from the Agency. Information is confidential while the child is placed and remains confidential upon and after the child leaves the substitute care setting.

The daily responsibilities of the substitute caregivers for the care of the child include: offering appropriate love and affection, providing support during the initial adjustment and ongoing, using instructive, non-physical discipline techniques, transporting to appointments and visitation, and meeting the child's physical, emotional, intellectual, and social needs. Substitute caregivers must allow the child to practice his/her chosen faith/religion, unless the Agency directs otherwise. These responsibilities must be met to promote the healthy development of the child. To be properly equipped for this task, substitute caregivers must regularly participate in training episodes (relative and kinship caregivers, while encouraged to attend training, are exempt from the training requirement). Substitute caregivers (foster caregivers) have the right to training and are responsible to complete the minimum number of annual training hours as outlined by the Agency for the type of foster care license the family holds. Substitute caregivers are also responsible to follow all Agency policies, procedures, mandates, and directives as well as all ODJFS **Rules 5101: 2-5 (as applicable) and 5101: 2-7 (01)-(17).**

Substitute caregivers have the right and responsibility to participate in Semi-annual Administrative Reviews (SARs) as well as other treatment-oriented team meetings, the right to be kept informed of the child/family's case plan (and service planning meetings that review progress therein), the right to access the child's social worker, the right to request a grievance review, the right and responsibility to keep logs of child behavior and activity as well as documentation/records in accordance with **Rule 5101: 2-7-04** and **Rule 5101: 2-5-10**, and the right to notice prior to removal of a child from the home. The substitute caregiver (for foster/adoptive homes) may not accept placements from other agencies without \_\_\_\_\_ (a Title IV-E agency) approval and will not allow a child placed in the substitute care setting to change placements (or level of care) without prior approval from the agency.

### **PROVIDER (FOR PURCHASED CARE) RIGHTS AND RESPONSIBILITIES**

(In addition to the "Substitute Caregiver Rights and Responsibilities" outlined above)

The provider will ensure the safety and well-being of a child placed in the care of a foster home in its network, group home, residential treatment facility, or psychiatric hospital. The provider will adhere to all Agency, ODJFS, and ODMH rules/regulations related to providing substitute care services. The provider will function as a partner with \_\_\_\_\_ (a Title IV-E agency) in meeting the child's individual needs and in accomplishing the case plan goals. The provider will fulfill all agreements and provide all services as stipulated in the current contract between \_\_\_\_\_ and \_\_\_\_\_  
(Provider name) (Contract agent)

The provider will furnish to the Agency (and the contract agent, if not the Agency) regular reports outlining the child's initial and ongoing adjustment to placement, progress regarding treatment goals and objectives, and timeframe for discharge (if applicable). Such reports will be provided as stipulated per general contractual arrangements between the provider and the Agency (and/or contract agent).

### **ADOPTION & FOSTER CARE ANALYSIS AND REPORTING SYSTEM (AFCARS)**

The substitute caregiver or agency providing services must provide to \_\_\_\_\_ (a Title IV-E agency) all applicable data to enable \_\_\_\_\_ (a Title IV-E agency) to report to ODJFS such information as required by the Social Security Act, CFR, & AFCARS.

**SECTION 17: RELATED FORMS—(initial if included; select N/A if not included)**

- \_\_\_\_ N/A ☐ Juvenile Court Disclosure form--provided to the caregiver(s) only (REQUIRED, if applicable)  
\_\_\_\_ N/A ☐ Written Information Provided to Juvenile Court/PCSA (REQUIRED, if applicable)  
\_\_\_\_ \*\*\* Child Behavior and Characteristic Checklist (REQUIRED)  
\_\_\_\_ \*\*\* Child's Educational and Health Information form (NON-ADDENDUM; PLACEMENT FORM)  
\_\_\_\_ N/A ☐ School Enrollment/Notification to School District form (NON-ADDENDUM; PLACEMENT FORM)

**SECTION 18: SIGNATURES**

I/We understand the information contained within this Individual Child Care Agreement (ICCA). I/We further understand my/our rights and responsibilities as they relate to the information contained within the ICCA. I/We agree to abide by the ICCA as written and agree to contact the Agency representative should any changes, conflicts, or problems arise. I/We further understand that all information contained within this ICCA document is true and accurate as disclosed to the best of knowledge as of the signature date. I/We acknowledge the confidentiality of the information contained within this ICCA and agree to strictly adhere to all agency policies and guidelines regarding confidentiality and the sharing of information.

I/We understand that if any information is unavailable and/or incomplete within this ICCA at the time of signature, the missing information will be provided as follows: \_\_\_\_\_

I/We further understand that any change to the information contained within this ICCA document (after the date of signature) will be communicated to me/us via the ICCA amendment form.

Name of Substitute Caregiver(s) – ***please print***: \_\_\_\_\_

Address: \_\_\_\_\_ Phone number: \_\_\_\_\_

Signature of Substitute Caregiver: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Substitute Caregiver: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Provider (Network\*, Facility, etc.): \_\_\_\_\_ Date: \_\_\_\_\_

I have completed and explained the requirements of this ICCA to the Substitute Caregiver(s) and/or Provider.

Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Signature of a Network Foster Care Agency ("recommending agency") signifies that the "placing agency" [Title IV-E agency] obtained a written agreement signed by the recommending agency [Network] stating how the home is to be used and that all affected parties are in agreement" per Rule 5101: 2-42-05(D) of the OAC.**

**DISTRIBUTION OF THE ICCA**

- |  |  |
|--|--|
| <input type="checkbox"/> Original to Agency Child's file                         | <input type="checkbox"/> Copy to Substitute Caregiver (Agency/purchased)   |
| <input type="checkbox"/> Copy to Foster Family Record<br>(if Agency Foster Home) | <input type="checkbox"/> Copy to Provider (if purchased placement, e.g.: purchased<br>foster care agency, group home, residential facility,<br>psychiatric hospital, etc.) |

Butler County Children Services Division  
Butler County Department of Job and Family Services

Placement Service Contract  
Network Family Biography  
Exhibit 1 - Attachment C

Child's Name: \_\_\_\_\_  
Date(s) of Respite: \_\_\_\_\_  
Child's BCCS Caseworker: \_\_\_\_\_  
Network: \_\_\_\_\_  
Case Manager: \_\_\_\_\_

- 1 List name, address, phone number and all AFCAR information (marital status, DOB, race and ethnicity) of foster parents.

- 2 Have there been any abuse/neglect investigations, rules violations, and/or concerns with the foster parents, currently or in the past? If yes, please explain.

- 3 List dates and results of past and current criminal background checks for household members. List any driving record infractions and/or points on the household members driving record.

- 4 Identify any past or current medical/psychological issues for any household members.

- 5 How long have the foster parents been licensed?

- 6 Do both parents work? If yes, what are the daycare arrangements? Are the foster parents licensed daycare providers?

- 7 Does anyone in the household smoke?

- 8 List any/all pets in the home.

9 List the names and ages of all adults and all biological/adopted children in the household.

--

10 List the names, ages and county of origin for any other foster children currently in the home.

--

11 List the names of any other Butler County Children currently in the home.

--

12 Have any of the children been perpetrators of sexual abuse or have any sexual acting out behaviors?

--

13 Do any of the children in the home exhibit violent behaviors?

--

14 What school and school district would the child attend?

--

15 List the number of bedrooms and occupancy of each. In which bedroom would the child/children be sleeping?

--

\_\_\_\_\_  
Signature of Network Representative Completing Form

\_\_\_\_\_  
Date

**Please fax a copy of the foster parents' license along with this completed document to (513) add fax number here**

To be completed for respite request only:

Respite care approved by BCCS SUPERVISOR ☐ Yes ☐ No

\_\_\_\_\_  
BCCS SUPERVISOR/ADMINISTRATOR APPROVAL

\_\_\_\_\_  
DATE

Butler County Children Services Division  
Butler County Department of Job and Family Services  
Placement Service Contract

**Performance Standards/Outcomes**  
**Exhibit 1 – Attachment D**

An aggregate report encompassing all Placement Service Providers will be issued quarterly and annually for the Contract year. A confidential report on Individual Service Providers will be provided.

Standard	Measure	Benchmark	Data Reporting Requirement	Performance Payment
Timely submission of Reports:	Percent of Treatment Plans submitted to BCCS Contract Monitor and to BCCS contract monitor by service provider within 30 calendar days of admission.	100% of Treatment Plans, assessments and discharge plans will be submitted to BCCS contract monitor within 30 calendar days of completion.	Report	N/A
	Percent of assessments submitted to BCCS within 30 calendar days of completion of a client assessment			
	Outpatient service providers will submit a treatment plan within 30 calendar days of completion of that treatment plan. A discharge plan will be submitted with the client's treatment plan.			
	Percent of written monthly reports submitted to BCCS contract monitor by the service provider by the 20 <sup>th</sup> day of the month for the previous month.	100% of written monthly reports will be submitted	Report	N/A
	Monthly reports will indicate progress toward treatment goals and any new goals to be considered.	95% of all reports received are forwarded by the 20 <sup>th</sup> day of the month for the previous month		
	Provider will ensure that all reports clearly identify who the BCCS case worker is to ensure that case workers receive reports promptly.		Every report submitted to BCCS	N/A
Timely Client Access to Service	Provider will keep BCCS contract monitor advised, on a monthly basis, of each client's position on all waiting lists. Provider will also report the anticipated waiting time for any new clients that may be referred on a monthly basis.	100%	Monthly	N/A
Client Discharge:	Percent of Discharge Summaries submitted BCCS contract monitor by the service provider within 30 calendar days of client's discharge	100% of discharge summaries will be submitted.	Report	N/A
	Successful Treatment	90% Success	Monthly Report	N/A
	Links to Community Supports and services	90% Success	Monthly Report	N/A



**Butler County Children Services Division  
Butler County Department of Job and Family Services  
Placement Service Contract**

**Performance Standards/Outcomes**

**Exhibit 1 – Attachment D**

An aggregate report encompassing all Placement Service Providers will be issued quarterly and annually for the Contract year. A confidential report on Individual Service Providers will be provided.

Standard	Measure	Benchmark	Data Reporting Requirement	Performance Payment
Timely submission of Reports:	Percent of Treatment Plans submitted to BCCS Contract Monitor and to BCCS contract monitor by service provider within 30 calendar days of admission.	100% of Treatment Plans, assessments and discharge plans will be submitted to BCCS contract monitor within 30 calendar days of completion.	Report	N/A
	Percent of assessments submitted to BCCS within 30 calendar days of completion of a client assessment			
	Outpatient service providers will submit a treatment plan within 30 calendar days of completion of that treatment plan. A discharge plan will be submitted with the client's treatment plan.			
	Percent of written monthly reports submitted to BCCS contract monitor by the service provider by the 20 <sup>th</sup> day of the month for the previous month.	100% of written monthly reports will be submitted	Report	N/A
	Monthly reports will indicate progress toward treatment goals and any new goals to be considered.	95% of all reports received are forwarded by the 20 <sup>th</sup> day of the month for the previous month		
	Provider will ensure that all reports clearly identify who the BCCS case worker is to ensure that case workers receive reports promptly.		Every report submitted to BCCS	N/A
Timely Client Access to Service	Provider will keep BCCS contract monitor advised, on a monthly basis, of each client's position on all waiting lists. Provider will also report the anticipated waiting time for any new clients that may be referred on a monthly basis.	100%	Monthly	N/A
Client Discharge:	Percent of Discharge Summaries submitted BCCS contract monitor by the service provider within 30 calendar days of client's discharge	100% of discharge summaries will be submitted.	Report	N/A
	Successful Treatment	90% Success	Monthly Report	N/A
	Links to Community Supports and services	90% Success	Monthly Report	N/A

Butler County Children Services Division  
Butler County Department of Job and Family Services

Placement Service Contract  
AUTHORIZATION FOR CRIMINAL RECORD CHECKS  
Exhibit 1 – Attachment E

Date: \_\_\_\_\_  
Name of applicant # 1/foster or adoptive parent # 1: \_\_\_\_\_  
Address: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

Date: \_\_\_\_\_  
Name of applicant # 1/foster or adoptive parent # 2: \_\_\_\_\_  
Address: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

Date: \_\_\_\_\_  
Name of applicant/other household member:: \_\_\_\_\_  
Address: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

Date: \_\_\_\_\_  
Name of applicant/other household member: \_\_\_\_\_  
Address: \_\_\_\_\_  
DOB: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

I hereby grant Butler County Children Services permission to complete the following criminal record checks:

- ☐ Ohio Bureau of Criminal Investigation (BCI)
- ☐ Federal Bureau of Investigation (FBI)
- ☐ Criminal Justice Information System (CJIS)
- ☐ All applicable Local Jurisdiction Background checks
- ☐ All applicable County Police Record checks

The above mentioned law enforcement agencies will not share information contained in this release with any other agency.

I understand and agree that the agency has the right to search the CJIS data system daily for criminal charges while I am certified as a foster parent or approved as an adoptive parent or I am an adult household member of a certified foster home or approved adoptive home. I also understand and agree that the agency has the right to release the above information to be utilized in order to complete all necessary background checks with BCI, FBI, local jurisdictions, and county jurisdictions. In addition, the information will be utilized for local instant notification systems that will notify the agency of any calls to the residence and of any charges involving the foster parent, approved adoptive parent or other adult household member. I further understand my responsibility to inform the agency within 24 hours of all criminal charges brought against any adult resident of the household. As a certified foster parent or approved adoptive parent, I further agree to notify the agency within 24 hours of any adult moving into the home.

Signature of app. # 1/foster/adoptive parent # 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of app. # 2/foster/adoptive parent # 2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Other Adult Household Member: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Other Adult Household Member: \_\_\_\_\_ Date: \_\_\_\_\_

Butler County Department of Job and Family Services  
Butler County Children Services Division

Placement Service Contract  
**Clothing and Personal Items Inventory**  
Exhibit 1 - Attachment F

This form must be completed and forwarded to the BCCS caseworker at each of the following: (1) at time of placement; (2) termination of placement w/Provider; and (3) any time clothing is purchased with a BCCS voucher (Provider shall retain receipts for all clothing purchases and forward copies to BCCS).

Child: \_\_\_\_\_  
Placement Date: \_\_\_\_\_  
BCCS Caseworker: \_\_\_\_\_  
Provider: \_\_\_\_\_

**COATS**

\_\_\_\_\_ Winter Coat  
\_\_\_\_\_ Spring Jacket  
\_\_\_\_\_ Rain Coat

**FOOTWEAR**

\_\_\_\_\_ Dress Shoes  
\_\_\_\_\_ Tennis Shoes  
\_\_\_\_\_ Casual Shoes  
\_\_\_\_\_ Boots  
\_\_\_\_\_ Slippers  
\_\_\_\_\_ Socks  
\_\_\_\_\_ Panty Hose

**NIGHTWEAR**

\_\_\_\_\_ Pajamas/Nightgowns  
\_\_\_\_\_ Robe

**PANTS/SHORTS**

\_\_\_\_\_ Sweat Pants  
\_\_\_\_\_ Dress Pants  
\_\_\_\_\_ Casual Pants  
\_\_\_\_\_ Jeans  
\_\_\_\_\_ Shorts

**SHIRTS/SWEATERS**

\_\_\_\_\_ Long Sleeve Shirts  
\_\_\_\_\_ Short Sleeve Shirts  
\_\_\_\_\_ T-Shirts  
\_\_\_\_\_ Turtle Necks  
\_\_\_\_\_ Sweaters  
\_\_\_\_\_ Sweatshirts

**UNDERGARMENTS**

\_\_\_\_\_ Underwear  
\_\_\_\_\_ Bras  
\_\_\_\_\_ Slip

**MISCELANEOUS**

\_\_\_\_\_ Swim Suit  
\_\_\_\_\_ Gloves/Scarf  
\_\_\_\_\_ Belt  
\_\_\_\_\_ Summer Dresses  
\_\_\_\_\_ Winter Dresses  
\_\_\_\_\_ Toys  
\_\_\_\_\_ Misc.

**COMMENTS or ADDITIONAL ITEMS:**

----------------------

Completed by: \_\_\_\_\_  
Date completed: \_\_\_\_\_

# BCCS BED HOLD FORM

## Exhibit 1- Attachment G

(To be completed by Provider and approved by BCCS prior to a planned absence, and at the time of an unplanned absence.)

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

To: \_\_\_\_\_

From: \_\_\_\_\_ Network Name: \_\_\_\_\_  
Foster Parent: \_\_\_\_\_

Re: \_\_\_\_\_  
Child's Name \_\_\_\_\_ DOB \_\_\_\_\_

On \_\_\_\_\_ it was requested our agency hold bed space for  
Date

\_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ with the intent that  
Child's Name Date Date

the child return to placement with our agency. The purpose in holding the bed is for  
\_\_\_\_\_ (ie: visitation, hospitalization, other).

\_\_\_\_\_  
BCCS Supervisor Date

\_\_\_\_\_  
Network Agency Representative Date

**\*Note: Additional days past 3 needed for "HOLD" have to be re-submitted for approval.\***

# BCCS BED HOLD FORM

## Exhibit 1- Attachment G

### Bed Hold Instructions

#### 1. PLANNED ABSENCES

BCCS agrees to reimburse the Provider as follows for planned absences of a BCCS child from the Provider's substitute care and when the plan is for the child to return to that Provider's care:

A.) **Visitation:**

Full per diem for 3 days per occurrence.

Visitation must be pre-approved by BCCS.

B.) **Emergency Hospitalization:**

Full per diem for 3 days per occurrence.

Reimbursement for length of stay beyond 3 days must pre-approved by BCCS.

C.) **Non-emergency Hospitalization:**

The BCCS Bed Hold request form must be completed by the Provider and approved by BCCS prior to the planned absence.

Reimbursement for length of hospitalization will be mutually agreed upon prior to hospitalization based on medical opinion.

#### 2. UNPLANNED ABSENCES AND BED HOLD POLICY

When a BCCS child leaves the Provider's care without permission (AWOL), BCCS and the Provider agree to negotiate the need to hold a bed. The BCCS Bed Hold request form must be completed by the Provider at the time of the unplanned absence and forwarded to BCCS for approval.

Provider must notify a BCCS supervisor within 24 hours, excluding weekends and holidays, to obtain authorization for BCCS payment, to hold a bed.

BCCS will not reimburse the Provider for more than **THREE DAYS** to hold a bed without prior written approval.

If a special circumstance exists, Provider must obtain authorization for an extension of more than five days prior to the end of the 3<sup>rd</sup> day.

Reimbursement for a child in detention shall be the same as for a child on AWOL status. As per prior mutual agreement a Bed Hold can be extended beyond **THREE DAYS**.

**NOTE: Written prior approval shall be obtained from a coordinator or supervisory level BCCS staff person. A FAX or PDF copy shall be returned to the Provider by the end of the work day if submitted by noon of the same day.**

**Butler County Department of Job and Family Services  
Butler County Children Services Division**

**Business Associate Agreement  
Purchase of Service Contract  
Exhibit 1, Attachment H**

This Business Associate Agreement is entered into by and between the Board of County Commissioners of Butler County, Ohio, through and on behalf of Butler County Children Services ("BCCS"), a division of Butler County Department of Job and Family Services and PROVIDER ("Provider"), ADDRESS, whose telephone number is PHONE, and is effective as of: \_\_\_\_\_ (the "Effective Date").

WHEREAS, BCCS/BCDJFS has retained the Provider, under a separate contract, to perform one or more functions or activities and/or to provide services that require the Provider to have access to protected health information ("PHI") as that term is defined under the Health Insurance and Portability and Accountability Act of 1996, as amended ("HIPAA"); and

WHEREAS, both parties want to establish the terms and conditions under which the Provider may use or disclose PHI so that BCCS/BCDJFS and Provider may comply with applicable legal requirement of HIPAA; and

WHEREAS, HIPAA and the laws of Ohio provide a shield of confidentiality around PHI for BCCS/BCDJFS Clients which BCCS/BCDJFS requires Provider to respect;

NOW, THEREFORE, in consideration of the mutual promises and covenants listed in this Agreement, BCCS/BCDJFS and Provider hereby agree as follows:

**Article I - PROVIDER'S RIGHTS AND OBLIGATIONS**

- 1.1 Provider shall not use or disclose PHI except as permitted or required under this Agreement or Required by Law.
- 1.2 Provider shall use appropriate safeguards to prevent the use and/or disclosure of PHI except as permitted under this Agreement.
- 1.3 Provider shall mitigate any harmful effect of any use or disclosure of PHI by the Provider or the Provider's employees, agents or subcontractors that violates this Agreement.
- 1.4 Provider shall notify BCCS/BCDJFS, in writing, of any use or disclosure of PHI that violates this Agreement or any applicable federal or state law, rule or regulation.
- 1.5 Provider shall ensure that all of its agents and subcontractors will agree, in writing, to the same restrictions and conditions that apply to the Provider with respect to PHI. Provider shall, at BCCS/BCDJFS's request, provide BCCS/BCDJFS copies of any agreements the Provider has with its agents or subcontractors to ensure that the agents and subcontractors must comply with this Agreement.
- 1.6 Provider shall provide BCCS/BCDJFS access, at BCCS/BCDJFS's request, to PHI maintained individually or in a Designated Record Set, to BCCS/BCDJFS or, if requested by

BCCS/BCDJFS, to the Individual. This access to PHI shall comply with the HIPAA requirements applicable to an Individual's rights to access his/her PHI. The Provider shall respond to a request to access PHI within the shortest reasonable amount of time, but in no event longer than five (5) days after receiving the request, and shall provide the PHI in the form requested. If the PHI is not readily available in the form requested, the PHI will be provided in a readable hard copy. The Provider may charge a reasonable fee for copying, mailing, or summarizing the information. The Provider shall immediately notify BCCS/BCDJFS, in writing, if the Provider receives a request for PHI that is not in a Designated Record Set. The provisions of this Section 1.6 shall also apply to the Provider's agents and subcontractors.

- 1.7 Provider shall amend and/or correct any inaccurate Individual's PHI which the Provider maintains individually or in a Designated Record Set. Provider shall ensure that all amendments and/or corrections to the PHI will comply with HIPAA requirements applicable to an Individual's right to have his/her PHI corrected or amended. The Provider shall correct and/or amend the Individual's PHI promptly, but in no event more than forty-five (45) days after receiving the request, and shall provide the Individual written notice that the PHI has been amended or corrected. Alternately, if the Provider denies the Individual's request to amend and/or correct the PHI, the Provider shall notify the Individual, in writing, in the shortest reasonable amount of time, but in no event more than forty-five (45) days after receiving the request, that the PHI has not been amended and/or corrected. Such notice will comply with the requirements of 45 CFR 164.526(d). The Provider shall notify BCCS/BCDJFS, in writing, whenever it corrects or amends an Individual's PHI. The Provider shall provide BCCS/BCDJFS access to PHI within the shortest reasonable amount of time, but in no event more than thirty (30) days after receiving BCCS/BCDJFS's request and shall provide BCCS/BCDJFS access to the PHI in a format and at a time and location designated by BCCS/BCDJFS so that BCCS/BCDJFS can comply with its obligations to amend and/or correct an Individual's PHI under 45 CFR 164.526. Provider shall not charge any fee to correct and/or amend an Individual's PHI. The provisions of this Section 1.7 shall also apply to the Provider's agents and subcontractors.
- 1.8 Provider shall respond to an Individual's request for an accounting of disclosure of his/her PHI in accordance with 45 CFR 164.528. This response will be made within the shortest reasonable amount of time, but in no event more than forty-five (45) days after receiving the request, and the response shall comply with HIPAA requirements applicable to an Individual's right to obtain an accounting of certain disclosures of his/her PHI. Provider may charge a reasonable fee for production and mailing costs in accordance with 45 CFR 164.528. The provisions of this Section 1.8 shall also apply to Provider's agents and subcontractors.
- 1.9 Provider shall document any disclosures of PHI and the information related to such disclosures that BCCS/BCDJFS deems necessary for BCCS/BCDJFS to respond to a request by an Individual for an accounting of disclosure of his/her PHI in accordance with 45 CFR 164.528. Provider shall respond to any request from BCCS/BCDJFS for this information within the shortest reasonable amount of time, but in no event more than within thirty (30) days after receiving BCCS/BCDJFS's request. Provider may not charge BCCS/BCDJFS for this information. The provisions of this Section 1.9 shall also apply to the Provider's agents and subcontractors.

- 1.10 Provider shall make its internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Provider, for or on behalf of BCCS/BCDJFS available to the Secretary so that the Secretary can determine if BCCS/BCDJFS is complying with HIPAA. This information will be provided in a time and manner that complies with any of the Secretary's requirements. In addition, Provider shall make this material available to BCCS/BCDJFS so that BCCS/BCDJFS may ensure compliance with HIPAA and this Agreement. The provisions of this Section 1.10 shall also apply to the Provider's agents and subcontractors.
- 1.11 Provider shall comply with any written request by BCCS/BCDJFS to exchange information with another entity to facilitate BCCS/BCDJFS administration.
- 1.12 Provider shall, if requested by BCCS/BCDJFS, in writing, distribute BCCS/BCDJFS's privacy notice as required under 45 CFR 164.504(f). BCCS/BCDJFS will either furnish the Provider with the privacy notice or will request the Provider prepare the privacy notice. If the Provider prepares the privacy notice, BCCS/BCDJFS must approve the privacy notice, in writing, before the Provider distributes the privacy notice. Provider shall maintain records documenting that the privacy notice has been distributed.

## ARTICLE II - PROVIDER'S PERMITTED USES AND DISCLOSURES

- 2.1 Except as otherwise limited by this Agreement, the Provider may use and disclose PHI on behalf of or to provide services to BCCS/BCDJFS as set forth in the parties separate agreement for services for purposes specifically stated therein, but only if the uses and disclosures do not violate HIPAA. All uses and disclosures must comply with BCCS/BCDJFS's minimum, necessary standards which shall mirror those required by federal and/or state law.
- 2.2 Except as otherwise limited by this Agreement, Provider may use PHI for the proper management and administration of Provider or to carry out the Provider's contractual responsibilities. Provider shall also respond to an Individual's request for assistance if the Provider is able to provide the assistance without violating HIPAA or any other applicable federal or state statute, rule or regulation.
- 2.3 Except as otherwise limited by this Agreement, Provider may disclose PHI for, or on behalf of, the proper management and administration of Provider, provided that disclosure is Required by Law, or the Provider obtains reasonable assurances from the Individual to whom the information is disclosed that it will remain confidential and will be used, or further disclosed, only as Required by Law, for the purpose for which it was disclosed to the Individual, and the Individual notifies the Provider of any instances of which the Individual is aware in which the confidentiality of the information has been breached.

## ARTICLE III - BCCS/BCDJFS'S RIGHTS AND OBLIGATIONS

- 3.1 BCCS/BCDJFS will notify the Provider of BCCS/BCDJFS's privacy practices and restrictions:
  - A. BCCS/BCDJFS will notify the Provider of any limitation(s) in BCCS/BCDJFS's notices of privacy practices in accordance with 45 CFR 164.520 and state law



governing the use and disclosure of information contained in Ohio Revised Code Chapter 5101 to the extent such limitation(s) may affect the Provider's use or disclosure of PHI;

- B. BCCS/BCDJFS will notify the Provider of any changes in or revocation of permission by an Individual to use or disclose PHI to the extent such change may affect the Provider's use or disclosure of PHI; and
- C. BCCS/BCDJFS will notify the Provider of any restriction upon the use or disclosure of PHI that BCCS/BCDJFS has agreed to in accordance with 45 CFR 164.55 and Ohio Revised Code Chapter 5101 to the extent that such restriction may affect the Provider's use or disclosure of PHI.

3.2 BCCS/BCDJFS will not request, and Provider shall not use or disclose, PHI in any way that would violate HIPAA.

#### ARTICLE IV - TERM AND TERMINATION

4.1 This Agreement will become effective as of the Effective Date and will remain in effect until Provider returns all the PHI to BCCS/BCDJFS or, if both parties agree in writing, Provider destroys all of the PHI.

4.2 If and when BCCS/BCDJFS becomes aware of a material breach of this Agreement by Provider, BCCS/BCDJFS shall have the right to exercise any of the following options:

- A. BCCS/BCDJFS may provide an opportunity to the Provider to cure the breach within a reasonable amount of time specified by BCCS/BCDJFS or to demand that Provider end the violation immediately after being notified of the breach. Provider shall provide reasonable documentation to BCCS/BCDJFS to prove the breach has been cured or the violation has ended; or
- B. BCCS/BCDJFS, at its option, may immediately terminate the underlying separate services contract between the parties; or
- C. If it is not feasible to terminate the underlying separate services contract between the parties and Provider can not cure the material breach, BCCS/BCDJFS will notify the Secretary of the U.S. Department of Health and Human Services of the violation and request direction on how to proceed. Provider shall cooperate with BCCS/BCDJFS in the correction of any material breach in confidentiality.

BCCS/BCDJFS shall have the sole discretion to select any of the options listed in 4.2 above.

4.3 Subject to Section 4.4, whenever this Agreement terminates for any reason, Provider shall return or, at BCCS/BCDJFS's option, destroy all the PHI received from BCCS/BCDJFS or created or received on behalf of BCCS/BCDJFS. All of Provider's agents and subcontractors also shall return or, at BCCS/BCDJFS's option, destroy all the PHI received from BCCS/BCDJFS or created or received on behalf of BCCS/BCDJFS. Neither Provider nor any of Provider's agents or subcontractors will retain any copies of the PHI. The

Provider and Provider's agents and subcontractors shall certify, in writing, that all the PHI has been returned or destroyed in accordance with this Section 4.3.

- 4.4 If Provider determines that it is not possible to return or destroy the PHI, Provider shall immediately notify BCCS/BCDJFS, in writing, of the reason(s) why it is not possible to return or destroy the PHI. If BCCS/BCDJFS agrees that it is not feasible for Provider to return or destroy the PHI, Provider will extend the protection of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as Provider maintains such PHI. The Provider shall retain the PHI for at least six years after this Agreement terminates. The provisions of this Section 4.4 shall also apply to Provider's agents and subcontractors.

## ARTICLE V - MISCELLANEOUS PROVISIONS

- 5.1 Provider shall immediately indemnify, defend and hold harmless BCCS/BCDJFS against all liability, penalties and reasonable costs incurred or assessed against BCCS/BCDJFS for any acts or omissions by Provider, its employees, agents and/or subcontractors which occur, arise, accrue or are asserted as a result of the performance or failure to perform this Agreement or the underlying separate specific services contract between the parties. The terms of this Section 5.1 will remain in effect indefinitely regardless of when or why this Agreement terminates. Provider agrees to maintain liability insurance protection with insurance companies licensed in the State of Ohio for privacy breaches by Provider, its employees, agents and/or subcontractors in an amount deemed reasonable and adequate by BCCS/BCDJFS. Provider shall present proof of such coverage to BCCS/BCDJFS upon demand.
- 5.2 This Agreement is not intended to, and does not confer, create, or in any other way provide any rights, obligations, claims or liabilities to or for any person, Individual, or entities except for BCCS/BCDJFS and Provider and their respective successors or assigns.
- 5.3 Provider and BCCS/BCDJFS agree to do whatever is necessary to amend this Agreement to enable BCCS/BCDJFS to comply with the Privacy Rule, HIPAA and/or any other applicable federal or state statute, rule or regulation as amended from time to time. All amendments shall be in writing and signed by all parties. Provider shall execute any amendment to the Agreement that is required by BCCS/BCDJFS to ensure compliance with the Privacy Rule, HIPAA and all other applicable state and federal laws, rules and regulations.
- 5.4 Any ambiguity in this Agreement shall be resolved so as to permit BCCS/BCDJFS to comply with the Privacy Rule, HIPAA and all other applicable state and federal laws, rules and regulations. This Agreement will be interpreted as broadly as necessary to comply with the Privacy Rule, HIPAA and state and federal laws, rules and regulations.
- 5.5 All notices to BCCS/BCDJFS shall be sent to the following address:

Butler County Children Services  
Fiscal Department  
300 North Fair Avenue  
Hamilton, Ohio 45011

All notices to Provider shall be sent to the following address:

Routine correspondence may be sent via postage-prepaid regular U.S. Mail. Correspondence pertaining to Article IV of this Agreement must be sent via certified mail-return receipt requested.

#### ARTICLE VI - DEFINITIONS

- 6.1 When used in this Agreement, the capitalized terms defined in 6.2 through 6.6 below shall have the specific meanings set forth below.
- 6.2 Designated Record Set means (1) the medical records and billing records maintained by or for a health care provider or (2) the enrollment, payment, claims adjudication and case or medical management record systems maintained by or for BCCS/BCDJFS (3) that are used, in whole or in part, by a “covered entity” as that term is defined under HIPAA.
- 6.3 Individual means the person who is the subject of the PHI plus his/her authorized representative.
- 6.4 Secretary means the Secretary of the Department of Health and Human Services or his designee.
- 6.5 Required by Law will have the same meaning as the term required by law means in 45 CFR 164-501.
- 6.6 Privacy Rule means The Standards for Privacy of Individually Identifiable Health Information promulgated by the Secretary of Health and Human Services of the United States, published in final form on August 14, 2002, as 45 CFR Parts 160 and 164, Subparts (A) and (E).

In witness whereof, Provider and BCCS/BCDJFS have executed this Agreement as of the day and year first written above for the **Effective Date:** \_\_\_\_\_.

REQUIRED SIGNATURES

_____ Name, Title <b>Company Name</b>	_____ Date
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_____ Jerome Kearns, Executive Director <b>Butler County Children Services</b>	_____ Date
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BUTLER COUNTY BOARD OF COMMISSIONERS:

Butler County Commissioners' signatures not required on HIPAA  
as document was authorized/approved through the contract resolution.

**Approved As To Form Only:**

_____ <b>Assistant Prosecuting Attorney</b>	_____ <b>Date</b>
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# EXHIBIT II

**Butler County Department of Job and Family Services  
Butler County Children Services Division**

**Placement Service Contract  
EXHIBIT 2 – REIMBURSEMENT POLICY**

The purpose of this exhibit is to outline the reimbursement policy for **Foster Care Placement Services** to be provided under the contract entered into by and between the Board of County Commissioners of Butler County through and on behalf of Butler County Children Services (BCCS), a division of Butler County Department of Job and Family Services (BCDJFS) and **PROVIDER** (Provider). The reimbursement policy is outlined below:

1. The maximum amount payable under this contract is **AMOUNT**.

Nothing in this contract shall be construed as a guarantee that BCCS/BCDJFS will make referrals to the Provider at all or at a level that would result in the Provider earning the maximum contract amount.

2. BCCS/BCDJFS will reimburse Provider for actual services rendered at the rates listed below and on the **Per Diem Base Rate** sheets (**Exhibit 2, Attachment A**) which are **to be completed by provider with Administrative and Maintenance Breakdowns**, unless a higher per diem rate is determined necessary, as identified in the Individual Child Care Agreement (ICCA).

- Traditional Foster Care- TFC-T                      Treatment Foster Care-Low-TFC-1
- Treatment Foster Care-High-TFC-3
- Treatment Foster Care-Special Needs                      TFC-SN
- Traditional Foster Care-Baby-TFC-B

3. When appropriate, Provider shall pursue all other sources of revenue prior to billing BCDJFS for services. Provider shall provide documentation that all other sources of revenue have been actively pursued and exhausted prior to billing BCDJFS for services. Possible revenue sources include, but are not limited to, 3rd party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve eligible clients shall be listed in the budget and utilized, where permissible, to reduce the cost of the contracted service to BCCS/BCDJFS. Failure to properly pursue alternate payment sources may result in reduction of payment by BCDJFS and demand for return of overpayments.
4. Provider will not discriminate in the selection of referrals, distribution of services, or the execution of services to BCCS clients on the basis of insurance coverage or eligibility.
5. BCCS shall complete the BCCS/BCDJFS **Reimbursement for Placement Services** form (**Exhibit 2, Attachment B**) and submit to Provider upon initial placement of child with Provider and shall include justification for any rate that exceeds the base rates established in Exhibit 2, Attachment A. Any amendment to the Reimbursement for Placement Services Per Diem Rate shall require a thirty (30) day prior written notice.

BCCS/BCDJFS will reimburse Provider the per diem fee listed on the ICCA for the duration of the child's placement unless said fee is amended as described herein.

6. Provider will not discriminate in the selection of referrals, distribution of services, or the execution of services to BCCS clients on the basis of insurance coverage or eligibility.
7. In addition to the invoice requirements listed in Contract Section 19 - Reimbursement, Provider shall include the following information on each invoice:
  - A) Provider's name, address, telephone and fax number, federal tax identification number, Title IV-E provider number, if applicable and Medicaid provider number, if applicable;
  - B) Invoice date, billing date and billing period;
  - C) Child's name, child's date of birth and child's identification number (as supplied by BCCS/BCDJFS);
  - D) Admission date and discharge date (if applicable);
  - E) Per diem amount, as agreed upon by Provider and BCCS/BCDJFS.
8. All invoices shall be accompanied by a monthly progress report for each child in placement. The progress report shall be based on the child's ICCA and shall include documentation of service provided to the child.
9. BCCS/BCDJFS will pay for the first day of child's placement with Provider regardless of the number of hours of actual service for the day. BCCS/BCDJFS will **not** pay for the last day of child's placement with Provider regardless of the number of hours of actual service for the day.
10. BCCS/BCDJFS will pay for all physical, optical, dental and behavioral health care services not covered by Medicaid or other third party payer. Reimbursement for services not covered by Medicaid or other third party payer will be made per Butler County Children Services Division Policies, Procedures and Requirements, detailed in Exhibit 1, Attachment A.
11. BCCS/BCDJFS will pay the Provider for up to three (3) days when a child is temporarily absent from the direct care of the Provider. Any additional paid absent days must be negotiated and agreed to in writing by both parties.
12. Provider shall forward, within thirty (30) days of receipt of completed audits, copies of any and all audits conducted by independent auditors and/or the Auditor of State, as required for recertification in accordance with 5103.0323 of the Ohio Revised Code. Independent audits shall be conducted in accordance with government auditing standards published by the comptroller general of the United States general accounting office.
13. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement shall be conducted at Provider's expense by a Certified Public Accountant (CPA) for the Provider's cost report in accordance with Ohio Administrative Code 5101:2-47-26.2. Any overpayment or underpayment of federal funds to the Title IV-E agency due to adjustment of cost report reimbursement ceiling amounts as a result of an audit,

shall be resolved in accordance with Ohio Revised Code 5101.11, 5104.14 and Ohio Administrative Code 5101:2-47.01.

14. If Provider participates in the Title IV-E program, Provider agrees to timely file a Title IV-E cost report with ODJFS to include all required items as outlined in Ohio Administrative Code 5101:2-47-26.2. In the event that Provider cannot file a timely cost report with ODJFS, Provider shall request an extension prior to the December 31<sup>st</sup> filing deadline.
15. For financial and Title IV-E cost reporting purposes Provider shall adhere to the cost principles set forth in the following publications:
  - A)** Ohio Administrative Code 5101:2-47-11, Reimbursement for foster care maintenance costs for children's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities;
  - B)** Ohio Administrative Code 5101:2-47-26.1, Public children services agencies (PCSA), private child placing agencies (PNA), Title IV-E cost report filing requirements, record retention requirements and related party disclosure requirements;
  - C)** Ohio Administrative Code 5101:2-47-26.2, Cost Report Agreed Upon Procedures;  
Job and Family Service 02911I, Single Cost Report Instructions;
  - D)** Office of Management and Budget Circular A-122 Cost Principles for Non-Profit Organizations (for private agencies); and
  - E)** Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribe Government (for public agencies).



# ATTACHMENT A

Butler County Department of Job and Family Services  
Butler County Children Services Division

Placement Service Contract  
**FAMILY FOSTER CARE PER DIEM BASE RATE**  
**EXHIBIT 2 ATTACHMENT A**

Provider: \_\_\_\_\_  
Provider Address: \_\_\_\_\_  
Provider phone/fax no.: \_\_\_\_\_  
Provider Number: \_\_\_\_\_  
Facility / Program Name: \_\_\_\_\_

The reimbursement rate stipulated above will be in effect for the duration of the contract unless amended by a subsequent child specific financial agreement or a formal amendment per Contract Section 7 - Amendment.

Service Level / Description: **FAMILY FOSTER CARE**

Maintenance	_____	\$0.00
Administration	_____	\$0.00
Case Management	_____	\$0.00
Transportation	_____	\$0.00
Behavioral Health Care	_____	\$0.00
Other Direct Services (e.g. special diets, clothing, insurance, respite)	_____	\$0.00
Other Costs (list any other cost included in rate)	_____	\$0.00
Total Reimbursement Per Deim for service rendered	_____	\$0.00

Service Level / Description: **SPECIAL NEEDS**

Maintenance	_____	\$0.00
Administration	_____	\$0.00
Case Management	_____	\$0.00
Transportation	_____	\$0.00
Behavioral Health Care	_____	\$0.00
Other Direct Services (e.g. special diets, clothing, insurance, respite)	_____	\$0.00
Other Costs (list any other cost included in rate)	_____	\$0.00
Total Reimbursement Per Deim for service rendered	_____	\$0.00

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

Service Level / Description: **EXCPTIONAL NEEDS**

Maintenance	_____	\$0.00
Administration	_____	\$0.00
Case Management	_____	\$0.00
Transportation	_____	\$0.00
Behavioral Health Care	_____	\$0.00
Other Direct Services (e.g. special diets, clothing, insurance, respite)	_____	\$0.00
Other Costs (list any other cost included in rate)	_____	\$0.00
Total Reimbursement Per Deim for service rendered	_____	\$0.00

Service Level / Description: **INTENSIVE NEEDS**

Maintenance	_____	\$0.00
Administration	_____	\$0.00
Case Management	_____	\$0.00
Transportation	_____	\$0.00
Behavioral Health Care	_____	\$0.00
Other Direct Services (e.g. special diets, clothing, insurance, respite)	_____	\$0.00
Other Costs (list any other cost included in rate)	_____	\$0.00
Total Reimbursement Per Deim for service rendered	_____	\$0.00

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

\_\_\_\_\_  
Date

Butler County Department of Job and Family Services  
Butler County Children Services Division

Placement Service Contract  
**REIMBURSEMENT FOR PLACEMENT SERVICES**  
**EXHIBIT 2 ATTACHMENT B**

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

Provider / Facility IV-E Number: \_\_\_\_\_

Youth's Name: \_\_\_\_\_

Youth's Date of Birth: \_\_\_\_\_

Admission Date: \_\_\_\_\_

Per Diem Amount Individual  
Child Care Agreement (ICCA): \_\_\_\_\_

Butler County Children Services agrees to reimburse Provider the per diem rate as indicated for services rendered to Youth listed above. Provider shall provide BCCS/BCDJFS with a thirty (30) day prior written notification of any per diem rate change. This document is deemed to be a part of the Placement Services Contract as fully as if set forth herein. All other terms and conditions of the Contract stand as originally written or subsequently amended.

\_\_\_\_\_  
BCCS/BCDJFS Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider Representative

\_\_\_\_\_  
Date

This document shall be completed at time of initial placement and forward to:

Rachel Melampy  
Butler County Children Services  
300 North Fair Avenue Hamilton Ohio 45011

# CLERMONT COUNTY

## **PURCHASE OF SERVICE AGREEMENT (LEVY)**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Clermont County Department of Job and Family Services, Clermont County Juvenile Court (hereinafter referred to as “Department”) and **{PROVIDER}** doing business at **{PROVIDER ADDRESS}** as a provider of service (hereinafter referred to as “Provider”).

The following are the terms of the agreement:

1. **PURCHASE OF SERVICES:** The Department agrees to purchase **{SERVICE(S) PURCHASED}** from the Provider for children referred by the Department. These services are governed by the terms and conditions of this agreement and any attachments and/or exhibits thereto, which are specifically interpreted and merged into this agreement.
2. **CONTRACT PERIOD:** This agreement will be effective **{DATE}** through **{DATE}**, both inclusive, unless otherwise terminated.
3. **COST OF SERVICE:** A per capita fee per day will be paid to the Provider as identified in Attachment A, as well as in each child’s Individual Child Care Agreement. In the event that the per capita fee per day identified in Attachment A differs from the per capita fee per day identified in the child’s Individual Child Care Agreement, the rate identified in Attachment A shall prevail. The Provider will be reimbursed in full for the calendar day on which the child arrives; no payment will be made for the calendar day on which the child is discharged. The level of care and fee associated with same (see Attachment B) has been reviewed and approved by the Department. Provider agrees to utilize Attachment B when listing the program(s) and total daily rate on Attachment A, including **{LIST LEVELS OF CARE INCLUDED ON ATTACHMENT A HERE}**, in conjunction with Appendix A (Criteria for UM Decisions (Southwest Ohio Level of Care) and the Modified Cuyahoga Functioning Scale (for children 5 and older). One of the above-referenced levels must be reflected in writing on Attachment A for each program offered.

The Provider warrants and represents that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:

- a. Advertising costs (with the exception of service-related recruitment needs, procurement of scarce items, and disposal of scrap and surplus pursuant to this rule);
- b. The cost of insurance on the life of any officer or employee for which the facility is beneficiary. Major losses incurred through lack of available insurance coverage will not be considered for reimbursement;
- c. The cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance, and repair;
- d. Bad debts or losses arising from uncollectible accounts, and other claims and related costs;

- e. Contributions to a contingency reserve or any similar provision for unforeseen events;
- f. Contributions, donations, or any outlay of cash with no prospective benefit to the facility or program;
- g. Entertainment costs for amusements, social activities, and related costs for staff only;
- h. Fines or penalties resulting from violations of, or failure to comply with, laws, and regulations;
- i. Any costs specifically subsidized by other federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
- j. The cost of depreciation of idle facilities, except when necessary to meet fluctuations in caseload;
- k. Costs of organized fund raising;
- l. Costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
- m. Costs of prohibited activities for section 501 (C)(3) of the "Internal Revenue Code, Organizations"; and
- n. Organizational costs such as incorporation, fees to attorneys, accountants, and brokers, in connection with establishment or reorganization.

4. **REIMBURSEMENT OF EXPENDITURES:** The Department will not reimburse the Provider at a per diem rate higher than the standard rates charged to any other purchaser of service by the Provider. The per diem rate of Purchased Services as outlined in Attachment A and the Individual Child Care Agreement will be paid by the Department to the Provider on a monthly basis. The Department agrees to reimburse the Provider, on a monthly basis, the room and board rates, as well as any additional non-Medicaid reimbursable rates as itemized in Attachment A. The Provider agrees to bill and accept payment for those rates which are Medicaid reimbursable through the Medicaid Information Technology System (MITS). The Provider agrees that the Department will not be held responsible for those expenses which are Medicaid reimbursable. The Department will not reimburse the Provider any additional rates for school fees incurred by the Provider on behalf of a child placed with Provider, as well as any extracurricular activities, to include, but not necessarily be limited to, Boy Scouts, Girl Scouts, sporting activities, etc.

The Provider will bill the Department by the fifteenth working day of the month immediately following the provision of purchased services specified in the program component of Article 3 of this agreement, either by U.S. Mail or by faxing to (513) 732-7813. The Invoice will include, at a minimum, the following information:

- a. Provider's name, mailing address, telephone number, Federal Tax Identification Number and Title IV-E Provider Number.
- b. Name(s) of the Child(ren) receiving services.
- c. Billing/Invoice Date, and Billing Period (From/To).
- d. If applicable, a breakdown of costs, as follows:
  - (1) Maintenance
  - (2) Administration
- e. Total Amount Due for Billing Period

The Department will reimburse the Provider within thirty days of the receipt of a complete and accurate invoice of purchased services specified in Article 3 of this contract.

5. **REFERRAL PROCESS:** The Department will refer to the Provider only children who meet the Department's criteria of dependency, neglect, delinquent, and/or abuse and who are under the Department's care or custody court order.

In the event that the Department is in need of foster care services for a child in their care and/or custody court order, the Department will send a request out to all Contracted Providers of foster care services identifying the need(s) of the Department/Child. If the Provider feels a potential match/multiple matches is/are available, the Provider agrees to submit the "SORC Family Biography" (Attachment E) for each prospective foster home for consideration by the Department. Any Family Biography forms submitted that have not been completed in full as required, including, but not necessarily limited to, the signature and date of the network representative completing the form, will not be considered by the Department as a potential provider.

6. **LICENSING AND INSURANCE:** The Provider will furnish the Department with copies of the Provider's current license(s) to operate and insurance (as identified in Article 26(B)). In the event that the Provider does not have a current license and/or insurance, the Provider will notify the Department immediately, and provide written documentation, justifying the reason(s) said license(s) and/or insurance is not current. The Department and Provider mutually agree to cooperate and abide by all rules and regulations of their respective operating and licensing authorities. The Provider agrees that any child referred by the Department will not be placed with foster parents or other adults living in the foster home that have substantiated or indicated charges of child abuse or neglect. A substantiated or indicated charge refers to a CPS case disposition resulting from an investigation of abuse and/or neglect.

If applicable, the Provider agrees to furnish to the Department a complete copy of the Home Study completed on a family prior to a placement being made by the Provider and Department into said home, within fifteen (15) days following the Department's request. The Provider also agrees to furnish to the Department a complete copy of the Home Study completed on a family currently providing foster care services for a child referred by the Department, within fifteen (15) days following the Department's request. The Department agrees to send a written request to the Provider in the event that a home study is being requested.

7. **PROVIDER'S RESPONSIBILITIES:** The Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee, unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the Board, of any and all financial transactions of the Provider in which a member of the Board or his/her immediate family is involved. Provider agrees to adhere to the requirements of Rule 5101:2-47-261(G) of the Ohio Administrative Code as it relates to this provision.



Provider agrees to notify the Department of any changes in its status, such as intent to merge with another business or to close, no later than forty-five (45) days prior to the occurrence.

8. **OTHER RESPONSIBILITIES:** The Department and Provider agree that pursuant to this agreement, each will perform the following:
- a. Prior to the acceptance of a child, the Department will forward a family summary and medical summary to the Provider. Related school information, a psychological evaluation, and a psychiatric evaluation will be forwarded, if available. The Department and Provider will mutually develop a case service plan outlining goals for each child's placement, anticipated length of stay, anticipated post placement plans, and treatment objectives.
  - b. When Provider indicates a willingness to consider a child for placement, the Department and Provider will cooperate to make arrangements for pre-placement visits and placements.
  - c. When the Department receives notice of acceptance from Provider, the Department will provide the Provider with all medical, dental, and other health reports and forms, medical/dental consents, a valid court order, information regarding religious affiliation, and any other pertinent information at time of placement.
  - d. The Department and Provider will cooperate to provide each child a home for vacations, holidays, and at other designated times during the child's placement.
  - e. In the event of emergency placement, all available records, reports, summaries, and any other pertinent information required by Provider will be provided by the Department within the maximum of five (5) working days of date of acceptance.
  - f. In the event a child in placement is enrolled in a vocational or other education/job-related program that requires the purchase of uniforms and/or special supplies or tools, etc., Provider will verbally and in writing notify the Department of the cost of such items and, at the Department's discretion, either advance the monies for such purchases or bill the Department with the next monthly billing statement.
  - g. Provider agrees that while Provider may have input into the development of the child's care plan, any and all disputes regarding services or placement shall be resolved through a joint case conference. The Provider agrees that the Department is the final authority.
9. **REPORTING:** The Provider will promptly complete and furnish the Department with the monthly progress report (See Attachment C), which will include, but is not necessarily limited to, the adjustment, progress, visitation, and treatment plans for each child placed in the Provider's care, including a statement explaining the need for continued service for each child. These reports are to be in accordance with the child's Case Service Plan.

The Provider will complete and submit to the Department the discharge summary (See Attachment D) upon a child's planned discharge, and within five (5) days following an unplanned discharge. Pursuant to the discharge, Provider will return to the Department those records contained in the Lifebook that are related to the child.

10. **LEAVES FROM CARE:**

a. The Provider may continue to receive per diem reimbursement from the Department, with written approval from the department, for a maximum of three (3) days of absence. If written notice is given by the Department worker during the three (3) day period that child is to be considered discharged, the Provider is no longer responsible for the child. At the end of three (3) days from the initial date the youth left care, the child is to be considered discharged unless the Department makes written arrangements to continue the child in care. Leaves from care may also include runaways, detention holds, hospitalizations and all other absences.

b. If, at any time, the Provider desires to remove a resident from its' program due to lack of progress, the Provider shall maintain the child for thirty days after the placing agency has received written notification of the need for removal of the child accompanied by a discharge summary. If continuing to maintain the child would be damaging to the child's (or others') physical or mental health, decisions about removal to Detention or psychiatric facility in such emergency situations will be made by the Department worker and Provider supervisor on a case-by-case basis. Should immediate removal be necessary due to acting out behavior, it is the Provider's responsibility to sign the appropriate charge and arrange to transport to Detention. Should the acting out behavior be such that a charge and Detention placement or psychiatric hospitalization is not in order, then the situation will not be considered of an emergency nature.

11. **CLOTHING RESPONSIBILITIES:** The Department agrees to provide children with adequate clothing to meet their needs at the time of placement into the Provider's program. Thereafter, the Provider is responsible to ensure adequate and seasonally appropriate clothing when the child is in placement and/or when the youth leaves placement. The child will have an amount equivalent to that which he/she was placed with, upon his/her discharge from the Provider's facility. The Department and the Provider agree to work cooperatively to determine the initial and final clothing needs of children under care. A clothing inventory will be completed by the Department worker, a representative of the Provider, and the resident at both the time of placement and discharge. Copies of the inventory form will be kept on file by both the Department and the Provider. If the child does not have a basic wardrobe at the time of placement, Provider, at the discretion of the Department, may purchase, through a Department voucher, such clothing, at the Department's expense, for the child in the amount of a maximum of \$300.00 at the time of placement. If an inventory is not completed at the time of the discharge, the Department reserves the right to request a new Provider to complete an inventory, if applicable, and to bill the previous Provider for any replacement items required on behalf of that child. Should the child leave the facility and be considered absent without leave (AWOL), the Provider agrees to secure the child's belongings, to include, but not necessarily be limited to, clothing, until the child returns or is returned.

12. **MEDICAL, DENTAL AND MEDICAL RELATED POLICIES:** The Provider agrees to utilize Medicaid Providers when obtaining services for children placed through their facility. In the event the child is not Medicaid eligible, the Provider agrees to cooperate/be in compliance with private insurance billing (to include Mental Health, Alcohol, Tobacco and other Drug Therapy and Dental Care). In the event that the child is not Medicaid eligible and/or there is no private insurance, the Department will be responsible for medical, dental and optical care not otherwise paid by Medicaid or other third party insurance coverage. In the event that a Medicaid Provider is not available (if applicable), or an emergency arises and services must be obtained by a non-Medicaid Provider, the Provider agrees to obtain prior written approval from the Department, or notify the Department of services provided by the non-Medicaid Provider, whichever is applicable. All medical, dental, and optical procedures that are not routine, such as surgery, orthodontic treatment, or oral surgery will require prior approval from the Department. Given the distance at which the Provider is located from the Department, the Department hereby grants prior approval for the following:

- a. all medical, dental, and vision exams required by the Ohio Department of Job and Family Services;
- b. all routine medical, dental and vision care;
- c. the continuation of treatment and care the child is already receiving at the time of placement; and
- d. the filling and administration of any prescriptions related to the above mentioned treatment and care.

Provider will submit a written estimate for any medical and dental expenses to the Department, along with the written recommendations of the physician or dentist. The Provider will submit a bill to the Department within thirty days of providing any medical or dental services. Scheduling of appointments and transportation to any follow-up treatment is the responsibility of the Provider. In an emergency, all attempts should be made to contact the Department and/or appropriate personnel for prior authorization of medical services, at the number(s) listed below:

During Normal Business Hours (M - F 8:00 A.M. to 4:30 P.M.): (513) 732-7173

After Normal Business Hours/Weekends

(Communications Center):

(513) 732-2231

If contact cannot be made to the Department at the time emergency medical services are administered to the child, then the Provider should proceed with treatment, contacting the Department by the next working day thereof.

The Provider will notify the Department by the following working day of cases requiring emergency administration of any prescribed medications to the child.

13. **TREATMENT PLANNING:** It is understood that the Department worker will be kept informed of all important issues of treatment. The Provider and Department agree to meet to discuss any changes in treatment focus including Level of Care as identified in Attachment B.

14. **PROVISION OF SERVICES:** Pursuant to Rule 5101.2-33-07 of the Ohio Administrative Code, this Provider of **{SERVICE(S) PURCHASED}** for children attests that the following services are being provided to children placed by the Department:

a. **FOSTER CARE MAINTENANCE ACTIVITIES**, which are defined as direct care and indirect management activities associated with room and board, daily supervision and care, and health-related services.

1. **Room and Board** is defined as activities which contribute to providing children with housing, food, clothing, all transportation needs, including visitations, liability insurance, school supplies and personal incidentals and includes cleaning, housekeeping, and laundry services.

2. **Daily supervision and care** are defined as those activities which are necessary in the daily supervision, care, and maintenance of a child in a children's residential center or a foster care program. Such activities are equivalent to the activities a family foster care giver would be expected to perform in the course of providing daily supervision to children placed in a family foster home or those activities which a parent would normally carry out in the day-to-day supervision and direction of a child to assure protection, emotional support and care of the child.

3. **Health-related activities** are defined as all activities which are necessary to gain access to medical care for children. Health-related services also include the execution of routine medical activities which are normally carried out by a parent for a child.

4. **Health-related services** include, but are not limited to:

- a) Arranging for health services.
- b) Providing transportation to health services.
- c) Liaison with medical providers.
- d) Assistance in implementing health regimes.
- e) Dispensing over the counter medications.
- f) Supervising the administration of prescribed medicines.
- g) Administering first aid.

b. **ADMINISTRATIVE CASE MANAGEMENT AND CASE PLANNING ACTIVITIES** mean providers of services, through purchase of service agreements, assisting the placement worker through preparation for and participation in the judicial determination and case review processes. Administrative case management includes referral for services, monitoring services provided, and arranging for and participating in case conferences. Administrative case management also includes assisting the placement worker in arranging for discharge and after-care services but does not include the provision of after-care services. Case planning services involve working with the placement worker in the development of the case plans, and coordinating the provider's role in carrying out the plans.

15. **TERMINATION:**

(a) This Purchase of Service Agreement will terminate automatically if the Provider fails to meet all licensing requirements imposed by law or at any time upon fifteen (15) days written notice by either party, without liability.

(b) Provider understands that availability of funds is contingent upon appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, and appropriations by the Clermont Board of County Commissioners. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Clermont Board of County Commissioners, fails at any time to continue funding the Department for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of the County Department of Job and Family Services.

16. **AMENDMENT OF PURCHASE OF SERVICE AGREEMENT:** This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any 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 not cited herein and enacted after the date of execution of this contract will be incorporated into this contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

The Department agrees to review any requests made by the Provider relative to an increase and/or decrease in the per diem rates (e.g. change in the Title IV-E reimbursement ceilings set by the Ohio Department of Job and Family Services which shall include the revised breakdowns and any change in rates charged to the Department) and, where applicable, incorporate said changes through an amendment to this original agreement signed by both parties. The Department and Provider agree that any modifications to the per diem rates will also be incorporated into the Individual Child Care Agreement, on a case-by-case basis. In the event that the per capita fee per day identified in the revised Attachment A differs from the per capita fee per day identified in the child's revised Individual Child Care Agreement, the rate identified in Attachment A shall prevail.

Either party (Department or Provider) agrees to inform each other in writing of any intent to amend or modify this agreement, sixty (60) days prior to the desired date of amending or modifying this agreement. In the event that either Party does not agree to an amendment requested by the other party, notification will be made to the other Party, in writing, within fifteen (15) days of the receipt of said request.

17. **MONITORING AND EVALUATION OF SERVICES:** The Provider agrees to the following provisions in regards to monitoring and evaluating of this agreement:
- A. Department personnel may review all information pertaining to the progress of those individuals or families being rendered services by means of this agreement.

- B. Department personnel, subject at all reasonable times, may review all financial information pertaining to the expenditure of funds in this agreement.
- C. Department personnel are permitted to examine the Provider's facility at any time to view the progress of those individuals being rendered services pursuant to this agreement.
18. **CIVIL RIGHTS:** Department and Provider agree that as a condition of this agreement, there will be no discrimination against any client, applicant or an employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this agreement.
- Additionally, the Department and Provider agree, as a condition of this agreement, to comply with the Multiethnic Placement Act of 1994 as amended by Section 1808 of the Small Business Job Protection Act of 1996, 42 U.S.C. 622(b)(9), 671(a)(18), 674(d) and 1996(b) (MEPA), and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, as they apply to the foster care and adoption process.
19. **INDEPENDENT CONTRACTORS:** Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative.
20. **DUPLICATE BILLING:** Provider warrants that claims made to the Department for payment of purchased services will be for actual services rendered to children and do not duplicate claims made by Provider to other sources of funds for the same service.
21. **FINANCIAL RECORDS:** The Provider will maintain independent books, records, payrolls, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records will be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and Department personnel. Such records will be subject to inspection by the individual or entity selected for the audit required in Article 23 of this agreement.
22. **AVAILABILITY AND RETENTION OF RECORDS:** Provider will maintain and preserve all financial and children's case records related to this agreement, including any other documentation used in the administration of the program, in its possession for a

period of three (3) years from the date of the submission of ODJFS' final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the Department. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the Provider will retain the records until completion of the action and all issues which arise from it or until the end of the three-year period, whichever is later.

23. **AUDITS:**

- A. Upon request, Provider agrees to make available to the Department a copy of the independent audit it receives in accordance with Ohio Revised Code Section 5103.0323.
- B. If through an audit of the Provider's cost report in accordance with Ohio Administrative Code Rule 5101:2-47-01(L), it is discovered that non-allowable costs were reported on the Title IV-E cost report, the Provider agrees to refund to the Department any overpayments resulting from the non-allowable costs. This refund is designed to make the Department whole, since the Department is responsible for refunding all overpayments to the Ohio Department of Job and Family Services (ODJFS).
- C. If Provider participates in the Title IV-E Program, the Provider agrees to timely file its Title IV-E cost report with the ODJFS. Failure to timely file the Title IV-E cost report may result in a delay of payment, until such time that the Provider comes into compliance.
- D. For financial reporting purposes and for Title IV-E cost reporting purposes, the Provider agrees to follow the cost principles set forth in the following publications:
  - (1) Where applicable, Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations;
  - (2) Where applicable, Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
  - (3) Where applicable, Office of Management and Budget Circular A-133, Audits of States, Local Government and Nonprofit Organizations.
  - (4) Where applicable, Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government.
  - (5) Ohio Administrative Code Rule 5101:2-47-26.1, Allowable and Unallowable Cost Guidelines.

- (6) Ohio Administrative Code Rule 5101:2-47-26.1, Foster Care Maintenance Rate Setting: Allowable Cost for Use in Completing the Title IV-E JFS 02911 single cost report.
  - (7) Ohio Administrative Code Section 5101:2-47-26.1, Foster Care Maintenance Rate Setting: Unallowable Costs for Use in Completing the Title IV-E JFS 02911 single cost report.
  - (8) Ohio Administrative Code Section 5101:2-47-26.2 Cost Report “Agreed Upon Procedures” engagement.
  - (9) If reporting requirements are not addressed in either of the above mentioned publications, the Provider shall adhere to generally accepted accounting principles reporting requirements.
24. **SAFEGUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning children for any purpose not directly related with the administration of the Department’s or Provider’s responsibilities with respect to purchased services is prohibited except upon the written consent of the child’s responsible parent or guardian.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees, as a condition of this agreement, to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this agreement.
26. **INDEMNITY AND INSURANCE:**
- A. **Indemnity:** Provider agrees that it will at all times during the existence of this agreement, indemnify, defend and save harmless the Department, the Ohio Department of Job and Family Services, and the Board of Clermont County Commissioners against any and all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement. However, this provision shall not apply to any losses arising from those claims where the department, its agents or employees, are negligent and where such negligence contributes to the losses incurred by the provider.
  - B. **Insurance:** Provider agrees to acquire and maintain during the term of the agreement, Bodily Injury and Property Damage Liability Insurance under a standard commercial general liability policy in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence and \$2,000,000 aggregate, and automobile liability policy (if applicable with the same limits), which shall provide and include coverage on all provider’s Operations, Contractual Liability, Owned Automobiles and Non-Owned and Hired Automobiles as well as Workers’ Compensation Coverage, and shall provide a copy of current Certificate(s) of Insurance, updated Certificate(s) of Insurance as policies are renewed, and a copy of their current Bureau of Worker’s Compensation Certificate.



27. **SUBCONTRACTING:** Provider agrees to provide a copy of this agreement to any subcontractor of any purpose of apprising the subcontractor of the requirements contained therein. Provider agrees not to subcontract with any subcontractor who may provide services specified in this agreement which would violate any terms or requirements contained in this agreement.
28. **AGENCY VISITS:** Agency must provide contact to youth and foster family in accordance with OAC 5101:2-7-16 and 5101:2-7-17 and must provide monthly documentation related to the child's safety and well-being within the substitute care setting in coordination with the Children's Protective Services Division and in accordance with OAC rule 5101:2-42-65 and for all youth in all levels of foster care. Contact must be documented on the SORC monthly progress report (see Attachment C).
29. **NOTICE:**
- A. Notice to the Department regarding any of the terms and conditions of this contract should be provided via certified mail or hand-delivery to the Department's Director or Designee at the Clermont County Department of Job and Family Services, 2400 Clermont Center Drive, Batavia, OH 45103.
- B. Notice to the Provider regarding any of the terms and conditions of this contract should be provided via certified mail or hand-delivery to the Executive Director or Designee at **{PROVIDER}, {PROVIDER ADDRESS}**.

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**Authorized Provider Representative/Title**  
**{PROVIDER NAME}**

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**Date**

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**Michael Pride, Director**  
Clermont County Department of Job and Family Services

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**Date**

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**James Shriver, Judge**

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**Date**

Clermont County Juvenile Court

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**Edwin H. Humphrey**

Board of Clermont County Commissioners

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**Date**

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**David H. Uible**

Board of Clermont County Commissioners

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**Date**

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**Robert L. Proud**

Board of Clermont County Commissioners

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**Date**

This standard agreement is approved as to form and any changes to same agreement are designated in bold type and have been approved by the Prosecuting Attorney's Office.

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**Allan L. Edwards**

**Assistant Prosecuting Attorney**

**Clermont County Prosecutor's Office**

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**Date**

{PROVIDER NAME}

ATTACHMENT A

EFFECTIVE January 1, 2014 - December 31, 2014

BOARD AND CARE PER DIEM RATES

			State of Ohio Title IV-E Reimbursement Ceilings		{PROVIDER NAME} (rates to be charged to County Agency)		{PROVIDER NAME} Total Daily Rate to be Charged to the County
	Level of Care	Provider Number	Maintenance	Administration	Maintenance	Administration	
<i>For Example: Traditional Foster Care</i>	<i>For Example: Level I/ Basic</i>						
<i>For Example: Treatment Foster Care 1</i>	<i>For Example: Level II/ Therapeutic</i>						
<i>For Example: Treatment Foster Care 2</i>	<i>For Example: Level III/ Therapeutic High</i>						

\*Pursuant to O.A.C. Rule 5101:2-47-11(H) as amended on September, 2003, a contemporaneous payment system was established for purchased foster care services. Information containing said system is contained within the Ohio Administrative Code Rule 5101:2-47-11(F).

The Title IV-E Reimbursement Ceilings as established by the Ohio Department of Job and Family Services for 04/01/13 through 3/31/14 are identified above. The rates as identified by {PROVIDER NAME}, e.g. Maintenance & Administration must also be included on the Invoice and the Individual Child Care Agreement.

NOTE: The above information is required to insure the accurate information is entered into SACWIS and to insure the Department is receiving the maximum amount of IV-E reimbursement they are entitled to.

## **ATTACHMENT B**

### **South West Ohio Levels of Care**

#### ***Level I.        Basic***

*Outcome goals:* Provide a safe alternative home.

*Core services:* Services provided in traditional foster care are consistent with agency rules and fee schedule, so are qualifications for the foster care parents. Supportive services provided by the foster care parents are to be differentiated from therapeutic treatment services provided outside the home setting and include interventions to address general behavioral problems at home and in school, peer relations, community activities, Juvenile Court work detail, petty crimes, etc.

*Consumer characteristics:* The child/youth placed in this level of care mostly likely requires a safe environment to grow and develop and may or may not present serious risk factors. The child/youth may have a DSM-IV diagnosis with manageable symptoms. The child/youth with moderate service needs that can be safely cared for in a traditional foster care home should not be excluded.

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

*Thresholds for accepting into this level of care and continued stay* (Modified Cuyahoga Functioning Scale): Mild to moderate risk and service need, safety concern is paramount.

*Thresholds for reviews:* Every 6 months. Any longer stay needs to be consistent with permanency plan for the child/youth.

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

## ***Level II        Therapeutic Low***

*Outcome goals:* Improve the psychiatric and behavioral conditions of the child/youth while in an alternative home environment to support an eventual permanent placement for the child/youth.

The goal is to provide an alternative home environment to assist the child/youth in gaining independent skills, stabilize psychiatric conditions, and learn behavioral and social coping strategies in order to reunify with the birth family or community. It may also be a step-down level from a more intensive and restrictive level of care. In some cases, the outcome is to move the youth into a semi-independent or independent living situation. The child in this case is seen as mild to moderate risk and service need, safety concern is paramount.

*Core services:* Therapeutic Low should be seen as basic support to child/youth and therapeutic foster family. The foster care parents are expected to provide support as part of the treatment team.

*Consumer characteristics:* The child/youth presents moderate-to-high risk levels, with behavioral and/or psychiatric conditions that require an alternative living environment. Ongoing support and treatment is necessary to gain stability and community living. The team's experience in placing child/youth in this level of care shows the following generalized consumer profile (this is an example only and does not constitute a full and complete listing):

- ✓ Child is depressed, but no suicidal gesture or attempt is evident within the last 90 days
- ✓ Is defiant and oppositional that might include general threats of harm to others
- ✓ Has sporadic incidents of physical aggression with peers, not causing injury, and consistent with normal developmental adjustment problem
- ✓ Some inappropriate sexual comments or behaviors, but responds well to adult intervention
- ✓ Has some school adjustment problems such as problems of detention, showing disrespect, talking in class
- ✓ Some medical needs that require special attention, such as transportation needs and limited specialized training
- ✓ Change in environment may reduce the behavioral problems

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

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

*Thresholds for review:* Every three months or more frequently, pending utilization patterns. A longer stay needs to be consistent with permanency plan for the child/youth.

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

### ***Level III      Therapeutic High***

*Outcome goals:* Improve the psychiatric and behavioral conditions of the child/youth while in an alternative home environment to support an eventual permanent placement for the child/youth.

The goal is to provide an alternative home environment to assist the child/youth in gaining independent skills, stabilize psychiatric conditions, and learn behavioral and social coping strategies in order to reunify with the birth family or community. It may also be a step-down level from a more intensive and restrictive level of care. In some cases, the outcome is to move the youth into a semi-independent or independent living situation. The child in this case is seen as mild to moderate risk that is persistent and ongoing. Safety concern is paramount.

*Core services:* Therapeutic High should be seen as moderate-to-high support to the child/youth and therapeutic foster family. The foster care parents are expected to provide support as part of the treatment team.

*Consumer characteristics:* The child/youth is usually at a high risk level and may also suffer from illness as substantiated by a DSM-IV diagnosis or combined diagnosis of mental illness and addiction disorder. The child/youth may also have a SED diagnosis whose condition is so serious and persistent that an alternative living environment is required. Treatment support is necessary to maintain stability and community living. Experience shows the following generalized consumer profile:

- ✓ Suicidal ideation and gesture is either present or in recent past of 90 days, but is not considered a high risk at present
- ✓ Has a record of criminal charges, including AWOL, truancy, incorrigibility, breaking and entering, felony assault
- ✓ Has frequent (daily) emotional outburst that require intervention by foster care parents; such outbursts are not typical of developmental stage
- ✓ Has significant behavioral health problems, sexual offending behaviors, or fire setting incidents that require close supervision to avoid risk for other children
- ✓ Alternative educational setting may be required
- ✓ Engages in risky behaviors in the community (e.g., prostitution, gang involvement, etc.) that requires additional therapeutic services and closer supervision

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

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

*Thresholds for reviews:* Every three months or more frequently pending utilization pattern. A stay beyond 6 months should be reviewed for consistency with the permanency plan.

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



## ***Level IV      Group Home***

*Outcome goals:* The goal of group home treatment is to provide a structured living environment with peers to ameliorate emotional and behavioral problems, and improve functioning of the child/youth to allow for a milder level of care.

*Core services:* The group home is a congregate living environment for a child/youth that has difficulties being maintained in a less restrictive setting and can benefit from structured living. The group home provides a structured setting with professional supervision, including a full range of residential services, therapeutic services to child/youth and family based on need.

*Consumer characteristics:* Mental illness as substantiated by DSM-IV and SED diagnosis. The child/youth has generally experienced a high degree of instability in the home and community environment and has demonstrated the need for care in a structured living environment. To be eligible for group home care, a less intensive level of care must have been tried and the child/youth must have special needs that can only be met in residential care. Experience in placing child/youth at this level shows the following consumer profile:

- ✓ Child cannot be placed in foster care due to risk of harm to caretaker; has caused injury to caretaker or adult in the past 90 days
- ✓ Has had repeated failures in foster care within the last year
- ✓ Needs protective environment from victimization
- ✓ Has graduated from a higher level of care and may use this level as a step-down option

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

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

*Thresholds for reviews:* Every three months or more frequently at the discretion of reviewer. A stay beyond 6 months should be reviewed for consistency with the permanency plan. For youth 16 and older an emancipation plan should be in place.

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

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

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

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

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

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

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

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

*Thresholds for reviews:* By definition, emergency respite and crisis stabilization are expected to be time-limited. The review will occur at thirty days (30) if discharge is not immanent.

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

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

### ***OPEN:***

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

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

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

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

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

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

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

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

### ***LOCKED:***

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

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

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

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

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

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

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

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

(Appendix A)

**Criteria for UM Decisions (Southwest Ohio Level of Care)**

<b>Level</b>	<b>Admission</b>	<b>Continued Stay</b>	<b>Discharge</b>
<b>I. Basic</b>	--25 to 10 on scale --Low in F/E strengths	-- Review progress every 6 months	Has functioning scale shown improvement or lack of upon discharge? Or at time of tool being re-done? Any transitioning planning?
<b>II. Therapeutic Low</b>	--26 to 17 on scale --Low in F/E strengths	-- Review progress every 3 months	Has functioning scale shown improvement or lack of upon discharge? Or at time of tool being re-done? Any transitioning planning?
<b>III. Therapeutic High</b>	--26 to 21 on scale --Low in F/E strengths	-- Review progress every 3 months	Has functioning scale shown improvement or lack of upon discharge? Or at time of tool being re-done? Any transitioning planning?
<b>IV. Group Home</b>	--27 to 23 on scale --Low to Moderate in F/E strengths --Moderate to High in PD and ID	-- Review progress monthly	Has functioning scale shown improvement or lack of upon discharge? Any transitioning planning?
<b>V. Crisis Stabilization</b>	--29 to 30 or more on scale --Exacerbated and/or acute symptoms	--Review tool as needed/necessary--- (Observable improvement or deterioration of symptoms)	Has functioning scale shown improvement or lack of upon discharge? Any transitioning planning?
<b>V. Residential Treatment (Open and Locked)</b>	--30 or more --Low in F/E strengths	--Review progress reports, assessments, medical changes and incident reports --Review Progress monthly	Has functioning scale shown improvement or lack of upon discharge? Any transitioning planning?

Additional Reviewer Comments:

**Modified Cuyahoga Functioning Scale (for children 5 and older):  
June 2009 Edition for South West Ohio Levels of Care**

This scale is adopted from the Modified Cuyahoga Functioning Scale (by the same author who first pioneered the scale in North Carolina in 1993 as part of a research project funded by the North Carolina Department of Social Services). The current revisions have incorporated suggestions from urban and rural county users in Ohio. The total score from the scale should be used in combination with Family and Environment rating table to determine appropriate level of care; see the grid chart for guidelines.

<b>Points</b>	<b>1. School Adjustment</b>
0	Child seems reasonably well adjusted in school, does not cause problem.
1	Occasional problems in accepting school rules or discipline and/or attendance problems.
2	Disrupted behaviors in school that require intervention; grades unsatisfactory.
3	School attendance is poor; grades are poor and near failing, constant worry for teachers and/or family or caregivers.
	<b>2. Peer Relations</b>
0	Child is relatively comfortable with peer group
1	Child has some difficulty forming close relationship, but has peers to share activities.
2	Child has frequent fights and disruptive behaviors, complaints from others, or child seems to be picked on, or has few friends.
3	Child seems unable to form any meaningful friendships, is socially isolated and unable to enjoy activities with peers.
	<b>3. Acceptance of Adult Supervision</b>
0	Child may need some reminders but is usually able to follow adult instructions, or has some difficulty accepting adult instructions, which creates some problems at home and at school.
1	Child has recurring problems of following adult instructions, has difficulty accepting responsibilities.
2	Child is a discipline problem with unacceptable behaviors a constant problem, including AWOL with risky behavior.
3	Child is out of control and openly defiant of adult instructions, in need of immediate intensive interventions.
	<b>4. Anger Management</b>
0	Child does not have any problem with anger tolerance or management.
1	Child may have occasional problems with Behavioral outbursts, which do not affect functioning.
2	Child has occasional or frequent behavioral outbursts with destructive results that affect functioning.
3	Child has chaotic and poor control of anger toward self and others with frequency and intensity that needs attention.
5	Child's anger is totally out of control and needs immediate attention and intervention.
	<b>5. Emotional Stability</b>
0	No problems with moods or temperament.

1	Occasional emotional outbursts and mood swings.
2	Frequent emotional outbursts and mood swings.
3	Uncontrollable emotional outbursts and mood swings.
<b>6. Harm to Others (Non-sexual)</b>	
0	Child does not appear to have aggressive tendencies toward others.
1	Child has been frequently assaultive; no major injuries, minor property damage; problem of violence or aggressiveness toward others prior to 2 years ago.
2	Child has a history of assaultive behavior within the last 2 years; documented injuries to others and property; but no problems within last 6 months; risk of physical assault exists.
3	Child is in serious danger of harming others unless service intervention is provided; has not responded to help from others; frequent and persistent reports of aggressive or assaultive behaviors are a major concern.
5	Child is extremely violent, combative, and out of control; needs intensive intervention.
<b>7. Fire setting</b>	
0	Child has no fire setting tendencies.
1	Child talks about fires, but is not known to have been involved in fire setting; or was around when one fire began but involvement is unclear; or has history of fire setting more than 2 years ago.
2	Within last 2 years, child seems to be around when fires (more than one) begin, although his or her direct involvement is unclear.
3	Within the last 2 years, child has been an active participant in fire setting that has put people or property at risk.
5	Child's fire setting behavior has recently (within last 6 months) put people or property at serious risk and is an immediate concern.
<b>8. Animal Cruelty (Do not include isolated incidents of meanness toward animals, which may be done in anger, unless serious injury to the animal resulted)</b>	
0	Child is not known to have participated in or considered any cruelty toward animals.
1	Child has been suspected of cruelty toward animals in the past, but there have been no incidents in the last 2 years.
2	Child has been known to be cruel toward animals in the past, but there have been no incidents in the last two years.
3	Within the last two years, the child seems to be around when others have been cruel toward animals, and is suspected of having been involved.
5	Within the last 2 years, child has intentionally and maliciously been cruel to animals.
<b>9. Criminal Activity</b>	
0	Child adheres to the laws and has no criminal activity.
1	Child has occasional run-ins with the law, but no pattern of criminal activity, or no activity within last 2 years.
1	Child has been adjudicated unruly within the last 2 years.
1	Child involved in isolated delinquent activity within the last 2 years.
2	Child has had recurring involvement with the legal system, including repeated offenses, crimes against property, or fighting with peers, no use of firearms.
4	Child has had recurring involvement with the legal system with increasing seriousness of offenses and history of incarcerations, may have had crimes against people, or crimes with firearms.
<b>10. Inappropriate Peer Involvement</b>	



0	Child is not known to be involved with any peers who have antisocial tendencies or behaviors.
1	Child is gravitated toward peers that have had antisocial behaviors (destruction of properties, truancy, runaway, theft, etc.) but is not an active member of the group
1	Child hangs around a gang, seems to emulate the lifestyle, is a gang “wannabe,” or tolerates the gang for protection of self or family, associates with some gang members, but is not believed to be a gang member.
2	Child is suspected of being a gang member, but doesn’t admit to it, or is involved with a gang as a means of protection for self or family.
2	Child is involved with peers that have had negative influence on child, resulting in antisocial behaviors in the community.
4	Child identifies with gang, wears gang colors or has gang tattoos, carries gang literature, is or may be involved in gang activities.
<b>11.Harm to Self</b>	
0	Child has no indication of self-harm.
1	Child has some depressive mood, may have some non-lethal injury, or suicidal ideation, but no history of any suicide attempt, no plans toward suicide.
2	Child has had suicide attempt during the last 3 years, but depression is now under control.
2	Child has a chronic pattern of self-mutilation, but not resulting in serious injury.
3	Child has a chronic pattern of self-mutilation, often resulting in serious injury.
3	Child has had suicide attempt during the last 3 years, and depression <u>not</u> under control; child is depressed but not suicidal.
4	Child has had suicide attempt during the last year, has been hospitalized before for attempts, another attempt possible.
5	Child has had suicide attempt during the last year; has definite plan for harming self; has been hospitalized before for attempts, another attempt possible.
6	Child is currently at risk of suicide; child has definite plan, another attempt likely, child needs intensive intervention.
<b>12. Cognitive Functioning</b>	
0	Child exercises age-appropriate thinking; no thought disorder reported, no delusions or hallucinations.
1	Child has had difficulty in thought process, but can still function in school and at home.
2	Child has diagnosable thought disorder, such as delusions or hallucinations, which affects functioning in school and at home, but seems manageable and mostly under control.
3	Child has serious thought disorder, which affects functioning in school and at home, and is not totally under control.
4	Child has moderate to severe MRDD condition that affects functioning in school and at home, and is not cooperative with service interventions.
5	Child has serious thought disorder, which affects functioning in school and at home, and is not stable, or child is uncooperative about, or non-complaint with, taking psychotropic medications.
<b>13. Alcohol-Drug Use</b>	
0	There is no indication of any drug or alcohol use.
1	Child uses alcohol or drugs occasionally, but use does not interfere with daily activities.
2	Child binges on alcohol or drugs occasionally, but use does not usually interfere with daily activities.
3	Frequent drinking or drug use has resulted in disciplinary or judicial actions in the past; child

5	has been treated and is in recovery. Frequent drinking or drug use has resulted in disciplinary or judicial actions; child has not been treated or not treated successfully.
<b>14. Sexual Behaviors</b>	
0	Child has no inappropriate sexual behaviors.
1	Child behaves in seductive manner, and is inappropriate for age.
1	Child has had a history of being sexually abused
2	Child sexually acts out (e.g., frequent masturbation in public, exposing or frequent touching of genitals, etc.).
3	Child sexually acts out with or against others
2	Child is suspected in prostitution.
5	Child has been involved in prostitution or high risk sexual behaviors.
4	Child is a substantiated or adjudicated sexual perpetrator who has successfully completed treatment and poses low risk
5	Child is a substantiated or adjudicated sexual perpetrator who has not been treated or not treated successfully.
<b>Total:</b>	<b>Comments by rater:</b>

#### ENVIRONMENT STRENGTHS (Check all that apply)

High	Moderate	Low
<input type="checkbox"/> Family motivated for treatment and services <input type="checkbox"/> Social support (available family, relatives for child caring, church and civic group support) <input type="checkbox"/> Stable housing and safe living environment	<input type="checkbox"/> Family/caretaker* motivated for treatment w/ assistance <input type="checkbox"/> some social support available at home or in the community for emergencies only <input type="checkbox"/> Unstable housing and unsafe environment without immediate intervention	<input type="checkbox"/> Negative experience in seeking help from others <input type="checkbox"/> Absence of any social support in time of need <input type="checkbox"/> Inability to function in the home or community <input type="checkbox"/> Chaotic living situation

Family/caregiver includes surrogate family, relatives, or adopted family.

**Overall rating on environment strengths:** \_\_\_\_\_ **High** \_\_\_\_\_ **Moderate** \_\_\_\_\_ **Low**

**Comments on the family/environment strengths:**

# ATTACHMENT C

SORC Monthly Progress Report - Provider Name			
Client's Name:		Month/Year	
SACWIS ID		DOB	
Child's Permanency Goal:	<input type="checkbox"/> PPLA / Emancipation <input type="checkbox"/> Reunification with Family <input type="checkbox"/> Custody to Kin <input type="checkbox"/> Adoption		
County Agency Caseworker Name:			
Provider's Primary Social Worker's Signature:			
Foster Parent Name			
Foster Parent Address			
<b>ALL PROVIDERS MUST SUBMIT INFORMATION REGARDING THE FOLLOWING:</b>			
<b>Current Diagnosis:</b> <i>(If changed or added, please document criteria met and who provided diagnosis. Forward any new or updated assessment information.)</i>			
<b>Current Medications:</b> <i>(Include dates seen by psychiatrist, response to meds, side effects and if changes are made what are the targeted symptoms.)</i>  <b>Prescribing Doctor / Provider Name</b>			
<b>Content of Mental Health Services Provided:</b> <i>(Address specific services, therapeutic techniques and activities related to treatment goals)</i>  <b>Therapist's name:</b> <b>Provider/Agency name</b> <b>Dates of Service</b>			
<b>Progress towards goals of treatment plan:</b> <i>(Include response to treatment methods, strengths, areas needing improvement and plans to address the areas needing improvement. INCLUDE IL Planning)</i>			

## ATTACHMENT C

<b>School Adjustment:</b> <i>(Attendance, academic progress, disruptive behaviors. Submit grade/ progress or discipline reports.)</i>		
<b>Peer Relations:</b>		
<b>Health Issues:</b> <i>(Submit documentation)</i>		
<b>Physical - Date / Outcome</b>		
<b>Dental - Date / Outcome</b>		
<b>Vision - Date / Outcome</b>		
<b>Court Involvement:</b> <i>(Delinquency or Juvenile)</i>		
<b>Safety:</b> <i>(Summary of critical incidents for child in addition to an assessment of the child's safety and well being within the substitute care setting. Include safety interventions for child.)</i>		
<b>Family involvement:</b> <i>(Include date(s) of family visitation, persons present, location of contact; discuss family therapy and plans for permanency.)</i>		
<b>Permanency/Discharge Planning:</b> <i>(Permanency planning in accordance with discharge/case plan goals. Anticipated length of stay, and projections/plans for discharge.)</i>		
<b>Provide a summary of child's adjustment, current behavior, and emotional and social functioning within the substitute care setting and any other setting involved.</b>		
<b>List the dates of all other contact with child and/or caregiver:</b>		
<b>Date:</b>	<b>Location:</b>	<b>Parties Present:</b>
<b>Date:</b>	<b>Location:</b>	<b>Parties Present:</b>

### ATTACHMENT C

<b>Date:</b>	<b>Location:</b>	<b>Parties Present:</b>	
<b>ALL FOSTER CARE PROVIDERS MUST SUBMIT THE FOLLOWING INFORMATION PER OAC 5101:2-42-65 IF DELEGATED BY CONTRACT: (<i>For treatment LOC only</i>)</b>			
<b>Primary Caretaker:</b>			
<b>Secondary Caretaker:</b>			
<b>Form Completed by:</b>			
<b>Date of Home Visit:</b>		<b>Time of Home Visit:</b>	
<b>Visit Type:</b>	<input type="checkbox"/> 1 <sup>st</sup> week of placement	<input type="checkbox"/> 1 <sup>st</sup> four weeks of placement	
	<input type="checkbox"/> monthly face to face	<input type="checkbox"/> every two weeks	
<b>Face-to-face contact at visit with: (<i>check all that apply</i>)</b>			
<b>Primary Caretaker:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>Secondary Caretaker:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>Child:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>Summary of Child interview: (<i>individual time required as appropriate to his/her ability to communicate</i>)</b>			
<b>Provide a summary of the child's current vulnerability: (<i>consider how each child's age, physical, intellectual and social development, emotional/behavior functioning, role in the family, and ability to protect themselves contributes to or decreases the likelihood of serious harm</i>)</b>			
<b>Summarize the protective capacities of the caregivers: (<i>Consider behavioral, cognitive, and emotional characteristics</i>)</b>			

## ATTACHMENT C

<b>Check any changes if reported during the visit, and address the impact to the caregiver's willingness/ability to care for the child: ( * requires immediate notification to contract agency)</b>		
<input type="checkbox"/>	Caregiver is willing to care for the child	
<input type="checkbox"/>	Caregiver is able to care for the child	
<input type="checkbox"/>	Changes in marital status	
<input type="checkbox"/>	Health status of a household member	
<input type="checkbox"/>	Placement of additional children	
<input type="checkbox"/>	Birth of a child	
<input type="checkbox"/>	Death of a child or household member*	
<input type="checkbox"/>	A criminal charge, conviction or arrest of any household member*	
<input type="checkbox"/>	Addition or removal of temporary or permanent household members	
<input type="checkbox"/>	Family has relocated	
<input type="checkbox"/>	Change in child's daily activities	
<input type="checkbox"/>	Change in employment or financial hardships	
<b>List and describe any supportive services needed, for the child or caregiver, to ensure the child's safety and well being:</b>		

### ATTACHMENT C

**Describe the child's progress toward any goals on the case plan, as applicable, from information obtained from the child and caregiver:**

**ATTACHMENT D**

<b>SORC Discharge Summary</b> <i>(Every question must be answered. If there is no information write "N/A")</i>							
<input type="checkbox"/>	<b>Planned Discharge</b>	<input type="checkbox"/>	<b>Unplanned Termination</b>	<input type="checkbox"/>	<b>Transfer to:</b>		
<b>Client Name:</b>				<b>DOB</b>			<b>SACWIS #</b>
<b>Admission Date:</b>				<b>Discharge Date:</b>			
<b>Presenting Problems:</b> <i>(Include presenting problems at admission and any additional problems addressed during treatment.)</i>							
<b>Reason for Discharge/Termination/Transfer:</b>							
<input type="checkbox"/> <b>Successful completion/reunification-adoption</b> <input type="checkbox"/> <b>Successful completion/ reduced LOC</b> <input type="checkbox"/> <b>Disruption/unsuccessful completion</b>				<input type="checkbox"/> <b>Age out/termination</b> <input type="checkbox"/> <b>Age out/transition to another system of care/funding</b>			
<b>Diagnosis at Admission:</b>				<b>Diagnosis at Discharge:</b>			
<b>Axis I</b>				<b>Axis I</b>			
<b>Axis II</b>				<b>Axis II</b>			
<b>Axis III</b>				<b>Axis III</b>			
<b>Axis IV</b> <small>(Psychosocial/ Environmental Problems)</small>				<b>Axis IV</b> <small>(Psychosocial/ Environmental Problems)</small>			
<b>Axis V</b> <small>(GAF)</small>				<b>Axis V</b> <small>(GAF)</small>			
<b>Indicate goals addressed and progress made as written in ISP:</b>							
<b>Goal 1</b>	<b>Goal 2</b>	<b>Goal 3</b>	<b>Goal 4</b>	<b>Goal 5</b>			
<input type="checkbox"/> <b>Met</b>	<input type="checkbox"/> <b>Met</b>	<input type="checkbox"/> <b>Met</b>	<input type="checkbox"/> <b>Met</b>	<input type="checkbox"/> <b>Met</b>			
<input type="checkbox"/> <b>Partially Met</b>	<input type="checkbox"/> <b>Partially Met</b>	<input type="checkbox"/> <b>Partially Met</b>	<input type="checkbox"/> <b>Partially Met</b>	<input type="checkbox"/> <b>Partially Met</b>			
<input type="checkbox"/> <b>Not Met</b>	<input type="checkbox"/> <b>Not Met</b>	<input type="checkbox"/> <b>Not Met</b>	<input type="checkbox"/> <b>Not Met</b>	<input type="checkbox"/> <b>Not Met</b>			
<input type="checkbox"/> <b>Discontinued</b>	<input type="checkbox"/> <b>Discontinued</b>	<input type="checkbox"/> <b>Discontinued</b>	<input type="checkbox"/> <b>Discontinued</b>	<input type="checkbox"/> <b>Discontinued</b>			
<b>Overall progress in treatment:</b>							



## ATTACHMENT D

<input type="checkbox"/> <b>Much Improved</b>	<input type="checkbox"/> <b>Improved</b>	<input type="checkbox"/> <b>No Change</b>	<input type="checkbox"/> <b>Worse</b>
---	--	---	---------------------------------------

**Narrative summary of treatment:** *(Include progress/gains achieved, strengths and abilities, and current status.)*

**List types of services provided while in care:** *(Address all services include medical, dental, optical and all therapeutic services. If not provided state "not provided")*

**Current medications at time of discharge:**

Medication	Dosage	Frequency	30 day discharge prescription given?	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Client's response to treatment and discharge:**

**Discharge plan recommendation for ongoing or after care:** *(Include Independent Living Plan as Applicable)*

**ATTACHMENT D**

<b>New location of the child :</b>			
<b>Name and title of person to whom child was released?</b>			
<b>Was a copy of the discharge summary given to custodian?</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>			
<b>Signature of Person Completing Summary:</b>			
<b>Credentials:</b>		<b>Date:</b>	

**ATTACHMENT E**  
**SORC Family Biography**

**Provider/Agency Name:**

*(Every question must be answered. If there is no information write "N/A")*

<b>Name of Child:</b>		<b>DOB</b>		<b>SACWIS #</b>	
<b>Time/Dates of Respite/Alternative Care</b>		<b>Case Manager:</b>			

1. Name, address, phone #, marital status, and DOB of foster parents.

2. Have there been any abuse/neglect investigations, rules violations, and/or concerns with the foster parents currently or in the past? If yes, please explain.

3. List results of past and current criminal background checks for household members, please provide dates they were completed. Also, please list any driving record infractions and/or points on the household member's driving record.

4. Identify any past or current medical/psychological issues for any household members.

## ATTACHMENT E

5. How long have they been licensed foster parents?

6. Do both parents work? If yes, what are the daycare arrangements? Are the foster parents licensed daycare providers?

7. Does anyone in the home smoke?

8. Are there pets in the home? If yes, please list them.

9. List names and ages of **all** adults and **all** biological/adopted children in the household. Also, please list first names and ages of any foster children and what county they are from.

**ATTACHMENT E**

10. Have any of the children been perpetrators of sexual abuse to your knowledge or have any sexual acting out behaviors? Do any of the children in the home exhibit violent behaviors?

11. What school and school district would the child attend?

12. List number of bedrooms and occupancy of each. In which bedroom would the child/children be sleeping?

\_\_\_\_\_  
**Signature of network representative completing form**

\_\_\_\_\_  
**DATE**

**To be completed for respite/alternative care request only:**

Respite/alternative care approved by PLACEMENT SPECIALIST ☐ Yes ☐ No

\_\_\_\_\_  
**PLACEMENT SPECIALIST APPROVAL**

\_\_\_\_\_  
**DATE**

# EXHIBIT A

## Exhibit A

Provider Responsibilities	Required Action/ Data	Timeframe
<b>Referral Response</b>	<p>Respond to referrals according to the following;</p> <ol style="list-style-type: none"> <li>1. Emergent-placement need is same day to 5 days.</li> <li>2. Routine-placement need is needed within one week or longer.</li> <li>3. After Hours- placement need is immediate.</li> </ol> <p>Submit <u>updated</u> SORC Biography Form</p>	<ol style="list-style-type: none"> <li>1. Placement request requires a response within one hour to confirm agencies willingness to seek placement.</li> <li>2. Placement request requires a response within one day to indicate the agencies willingness to seek out placement.</li> <li>3. Placement request requires a response immediately.</li> </ol> <p>At the point a potential home is identified, submit SORC Biography Form</p>
<b>Progress Reports</b>	<p>Submit monthly progress report Documentation must be submitted on the Southwest Ohio Regional Collaborative (SORC) form. Reports are submitted in accordance with each county via MCP, secure e-mail or standard mail</p>	<p>20th of each month for the previous month of service. Progress notes submitted untimely or not meeting the required minimum data set are subject to pended or denied authorization or payment. Provider will receive notification of pended or denied authorization.</p>
<b>Contacts</b>	<p>Foster Care Providers: <i>Treatment Level of Care:</i> Direct contact with the foster child and foster family shall be made every two weeks within the foster home for treatment levels of care. One contact will be coordinated with the PCSA and provided in accordance with OAC rule 5101:2-42-65.</p> <p><i>TFC-Traditional or Basic foster care:</i> Direct contact with the foster child and foster family shall be made monthly within the foster home.</p> <p><b>Provider is required to complete and submit the SORC Monthly Progress Report in its entirety.</b></p> <p><i>Independent Living Providers scattered site:</i> <b>Complete all of Section 1A, 1B and 1C of the SORC Monthly Progress Form.</b></p>	<p>20th of each month for the previous month of service. Progress notes submitted untimely or not meeting the required minimum data set are subject to pended or denied authorization or delayed payment. Provider will receive notification of pended or denied authorization.</p>

## Exhibit A

	<p>Include all dates and times of contact with the child.</p> <p><i>Group Homes and Residential Providers:</i> Direct supervision and face to face contact is required with the child daily. <b>Complete Section 1A and 1B of the SORC Monthly Progress Form</b></p>	
<b>Treatment Plans</b>	<p>Submit assessment &amp; treatment plans in accordance with ODMH and/or ODJFS standards to include diagnosis, strengths, goals, measurable objectives and permanency planning submitted via MCP or as otherwise agreed upon with the contract PCSA</p> <p>Include Crisis Plan as indicated by clinical need.</p>	<ul style="list-style-type: none"> <li>▪ Initial: within 30 days</li> <li>▪ Updates every 90 days</li> </ul> <p>Failure to submit timely may result in pended or denied authorization or delayed payment. Provider will be notified of pended or denied authorization.</p>
<b>Critical Incidents</b>	<ul style="list-style-type: none"> <li>▪ suicidal behavior</li> <li>▪ death</li> <li>▪ self mutilation/ assault on others</li> <li>▪ other dangerous behavior</li> <li>▪ allegation of neglect, physical abuse or sexual abuse (child as victim or perpetrator)</li> <li>▪ AWOL</li> <li>▪ Extreme defiant, disruptive behavior which may result in placement removal</li> <li>▪ homicidal behaviors</li> <li>▪ use/abuse of illicit drugs/ alcohol</li> <li>▪ use/ abuse of over the counter medications or toxic substances</li> <li>▪ physical restraint/ seclusion</li> <li>▪ medication error</li> <li>▪ serious illness/injury requiring medical treatment or hospitalization</li> </ul>	<ul style="list-style-type: none"> <li>▪ immediate phone call to PCSA</li> <li>▪ written notice within 24 hours</li> </ul> <p>Always contact 911 emergency services first when necessary and appropriate to assure safety of youth.</p>



## Exhibit A

	<ul style="list-style-type: none"> <li>▪ <b>arrest or criminal charge of child, household member or staff</b></li> <li>▪ disruption of placement</li> <li>▪ Foster parent or staff violations that impact safety or care of child ( physical discipline, supervision, failure to access medical care, etc)</li> <li>▪ <b>Other unusual incidents</b></li> </ul>	
<b>Initial Placement Screening</b>	Obtain initial medical screening within first 5 days of placement unless medical care is needed sooner.	Submit documentation to PCSA within 15 days.
<b>Comprehensive Physical Exam</b>	Obtain comprehensive medical exam within first 30 days of initial placement  Obtain annual medical exam within 12 months of the initial exam	Submit documentation to PCSA within 15 days following exam.
<b>Dental Exam</b>	Obtain dental exam for all children age 3 and older within 30 days of placement  Obtain annual dental exam within 12 months of initial exam	Submit documentation to PCSA within 15 days following exam
<b>Lead Exposure Screening</b>	Obtain screening at initial physical exam for all children age birth to 72 months	Submit documentation of results to PCSA within 15 days following screen.
<b>Discharge and Transition Planning</b>	<ul style="list-style-type: none"> <li>▪ Obtain and gather updated assessments and evaluations.</li> <li>▪ Schedule planning meeting 90 to 60 days prior to discharge, include all team members.</li> <li>▪ Provide 60 days of medication, prescription or follow up psychiatric care.</li> <li>▪ Provide reasonable services and support to protect child and help PCSA with transition</li> <li>▪ Discharge child with a seven day supply of appropriately fitted, seasonal clothing.</li> </ul>	Submit Discharge summary and all associated paperwork within 90 days following discharge

## Exhibit A

	<ul style="list-style-type: none"> <li>▪ Complete SORC discharge summary form</li> <li>▪ Return all items belonging to child unless otherwise instructed by PCSA</li> <li>▪ Coordinate with PCSA updated Educational testing (MFE), IEP and all educational records, assist in preparation and planning for educational transition.</li> <li>▪ Assist in the coordination of transitional and ongoing services for youth and family</li> <li>▪ Update, return and provide updated Life book materials.</li> </ul>	
<b>Education</b>	<ul style="list-style-type: none"> <li>▪ Enroll child in education setting as instructed by PCSA within 5 days from initial placement</li> <li>▪ Participate in all meetings to plan and discuss child's educational plan</li> <li>▪ Provide agency with copies of report cards, interim reports and other relevant school related documents.</li> </ul>	Submit all documentation to PCSA within 15 days from receipt.
<b>Transportation</b>	<p>Provide the following transportation;</p> <ul style="list-style-type: none"> <li>▪ Medical, dental, vision and behavior health appointments</li> <li>▪ team meetings</li> <li>▪ court appearances and semi-annual reviews (SARs)</li> <li>▪ school unless provided by district</li> <li>▪ family/ sibling visits</li> <li>▪ recreational activities</li> <li>▪ Independent Living activities/life skills classes</li> <li>▪ Adoption readiness and recruitment events.</li> </ul>	<p>As scheduled.</p> <p>Older youth may be provided bus cards or tokens as approved by the PCSA.</p> <p>Any person who transports a child must have a valid driver's license and insurance.</p>

## Exhibit A

	<ul style="list-style-type: none"> <li>▪ Employment</li> <li>▪ Other designated case plan services</li> </ul>	
<b>Bed Holds</b>	Contact the PCSA prior to planned leave and immediately upon unplanned leave.	<p>PCSA agrees to continue payment for up to 3 days during a child's absence with prior approval.</p> <p>PCSA may approve additional days at its discretion.</p> <p>Provider must transport and return child to placement:  Planned Leaves: as agreed upon at initial approval  Unplanned Leaves: as child is determined appropriate for return (return from AWOL's, detention, hospital stay)</p>
<b>Clothing</b>	<p>Maintain at a minimum a seven day supply of appropriately fitted, seasonal clothing, in good condition and replaced as necessary to accommodate growth, weight and age. Provider shall purchase school and work uniforms and clothing for special occasions such as dances and graduation.</p> <p>Provide a seven day supply of appropriately fitted, seasonal clothing at discharge</p> <p>Monitor foster parent's compliance</p>	Ongoing and at discharge
<b>Overnight Travel</b>	Notify and obtain written consent for travel at least 7 days prior to travel.	Obtain written approval not less than 7 days from PCSA prior to trip.
<b>Notification</b>	<p>Notification to PCSA when any of the following occurs;</p> <ul style="list-style-type: none"> <li>▪ within 45 days prior to an agency closing or merging</li> <li>▪ <b>Licensing</b> investigation or action that may result in revocation or a temporary license</li> </ul>	Within 45 days or immediately upon notification

## Exhibit A

	<ul style="list-style-type: none"> <li>▪ <b>Licensing</b> investigation or action that results from staff misconduct, abuse or neglect</li> <li>▪ Notify agency prior to providing any consent or authorization for non-routine video taping, pictures, media, and non-routine medical treatment.</li> <li>▪ Changes in foster home household occupancy or circumstances that may impact care of foster youth (criminal charges.)</li> <li>▪ Changes to occupancy that require consent for daily checks (Instant notification, CJIS)</li> </ul>	
<b>Life book</b>	Ensure each child has a life book and/ or provide updates to inform Life book.	Annually, at request and at discharge
<b>Independent Living Services</b>	Provide independent living assessment, training and skill building to any child identified to have this need.	Document provision of services, progress and needs in monthly progress report. Document goal in child's treatment plan.
<b>Basic Needs/Financial Support</b>	Provide basic needs to include food, clothing and shelter, expenses associated to personal care, recreation, social, sports and faith based activities, educational and vocational exploration and transportation costs associated with these activities	Ongoing
<b>Respite/Alternate Care</b>	<p>Submit approved respite caregiver to PCSA</p> <p>Submit documentation to enter respite/ alternate caregiver through IN or CJIS systems for daily criminal checks</p>	<p>Submit information within 30 days of placement</p> <p>Seek approval for immediately for emergency circumstances or within 24 hours of a planned respite placement.</p>
<b>Family Engagement</b>	Provide and support efforts to engage parents in day to day activities and decision making	Ongoing

## Exhibit A

	such as visitation, school meetings and events, doctor/therapy appointments, treatment plans, sporting events, holidays and birthdays.	
<b>Permanency Planning</b>	<p>Work cooperatively with the child and team to facilitate and support efforts to obtain legal permanency outcomes for children that include reunification, guardianship and adoption.</p> <p>Work cooperatively with the team to ensure children who emancipate have plans that include long term connections, relationships and supports post emancipation.</p>	Ongoing and at Discharge.

# ATTACHMENT C

# CONTRACT BUDGET INSTRUCTIONS

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

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

1) Fax:

Fax: (513) 946-2384

2) E-mail:

[HCJFS\\_RFP\\_COMMUNICATIONS@jfs.hamilton-co.org](mailto:HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org)

3) Mail:

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

# PAGE 1 - SUMMARY PAGE

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

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

## Mgmt Indirect Cost

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

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

## HCJFS CONTRACT BUDGET

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

BUDGET PREPARED FOR PERIOD

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

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

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

1

\*\*ESTIMATED TOTAL UNITS OF SERVICE

TO BE PROVIDED:

\*\*TOTAL PROGRAM EXPENSES / TOTAL UNITS OF SERVICE = UNIT RATE:

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

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

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

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

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



Instructions:

Column 1: Description of expenses by type.

Columns 2-4: Totals of the direct costs entered for each section on pages 2 through 8. **Direct costs** are those that can be identified specifically to the service being proposed.

Column 5: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.

Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both Traditional and Therapeutic Foster Care and Residential Treatment and you are responding to a Request For Proposals (RFP) for Traditional and Therapeutic Foster Care, all costs associated with Residential Treatment would be entered under "Other Direct Serv".

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

**PAGE 2 - SECTION A - STAFF SALARIES**

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

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

2

**Instructions:**

Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as "Other Personnel".

Column 2: Indicate the number of staff for the position title identified in Column 1.

Column 3: Indicate the number of hours each staff will work each week for the proposed service.

Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as "Other Personnel", you may enter the sum of the salaries.

Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.

Column 8: Enter the salary costs that are indirectly associated with the service being proposed.

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

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

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

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

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

3

#### Instructions:

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

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

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

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

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

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

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

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

3

Instructions:

Column 1: List all professional fees and contracted services.

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

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

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

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

### PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

This section is used to enter costs for items that will be directly used or consumed in the proposed service. These items must be used or consumed within one (1) Consumable supplies that are more of a general supply used within your agency should be entered in the “Mgmt Indirect” column. Examples of some of these costs are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.). Program supplies such as pamphlets, text books, and computer software directly related to the proposed service should be entered in this section as well.

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

4

Instructions:

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

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

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

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

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

## PAGE 4 - SECTION E – OCCUPANCY COSTS

This section is used to enter occupancy costs that will be associated with the proposed service. If your agency is renting the entire building and using all of the space for the proposed service, enter the total rental amount for the building. If your agency is renting the entire building and not using all of the space for the proposed service, the rental cost for the proposed service is calculated by multiplying the Cost per Square Foot by the total Square Footage of the space used for the proposed service. The remaining rental cost should be entered under “Other Direct Ser”.

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

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

4

### Instructions:

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

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

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

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

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

Other – List separately any other costs associated with occupancy.

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

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

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

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

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

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

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

5

#### Instructions:

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

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

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

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

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

## PAGE 5 - SECTION G – INSURANCE COSTS

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them



along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
<b>TOTAL INSURANCE COSTS</b>						

5

Instructions:

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

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

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

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

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

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

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

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

6

Instructions:

Column 1: List of equipment costs by expense type.

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

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

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

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

7

Column 1: Enter item to be depreciated.

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

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

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

Column 7: Enter useful life per IRS guidelines.

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

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

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

Column 11: Enter name of service proposed.

## PAGE 8 – SECTION I - MISCELLANEOUS COSTS

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

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

8

### Instructions:

Column 1: List miscellaneous costs separately.

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

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

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

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

## PAGE 8 – SECTION J - PROFIT MARGIN

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>J. PROFIT MARGIN</b> (For profit entities only- indicate the amount)						

8

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

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

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

8

## PAGE 9 – REVENUE BY PROGRAM SERVICES

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed

separately (e.g. HCJFS, Butler County, etc.). “Fees From Clients” should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

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

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

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

9

Instructions:

Column 1: List funding sources.

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

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

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

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

**EXHIBIT II**

**CONTRACT BUDGET**

AGENCY:

**BUDGET PREPARED FOR PERIOD**

NAME OF CONTRACT PROGRAM:

**TO**

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

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

ESTIMATED TOTAL UNITS OF SERVICE  
TO BE PROVIDED:

**UNIT =**

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

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
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## EXHIBIT II

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

[illegible]

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

Please type narrative here.



## EXHIBIT II

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

**Employee Payroll Taxes & Benefits Narrative.**

Please type narrative here.

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

**Professional Fees & Contracted Services Narrative**

Please type narrative here.

## EXHIBIT II

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

**Consumable Supplies Narrative**

Please type narrative here.

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

**Occupancy Costs Narrative**

Please type narrative here.

## EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS						
GASOLINE & OIL						0.00
VEHICLE REPAIR						0.00
VEHICLE LICENSE						0.00
VEHICLE INSURANCE						0.00
OTHER (PARKING)						0.00
MILEAGE REIMBURSE.@ _____ PER MILE						0.00
CONFERENCES & MEETINGS, ETC.						0.00
PURCHASED TRANSPORTATION						0.00
<b>TOTAL TRAVEL COSTS</b>	0.00	0.00	0.00	0.00	0.00	0.00

**Travel Costs Narrative**

Please type narrative here.

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

**Insurance Costs Narrative**

Please type narrative here.

## EXHIBIT II

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

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

Please type narrative here.

## EXHIBIT II

**LARGE EQUIPMENT DEPRECIATION COSTS**

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

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

## EXHIBIT II

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

**Miscellaneous Costs Narrative.**

Please type narrative here.

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

**Mgmt/Indirect Cost Narrative.**

Please type narrative here.

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

Please type narrative here.

## EXHIBIT II

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

**Revenue Narrative**

Please type narrative here.

**ATTACHMENT C-1**

**HCJFS CONTRACT SAMPLE BUDGET**

(for reference purposes only)

**AGENCY:** Acme Foster Care

**BUDGET PREPARED FOR PERIOD**

**NAME OF CONTRACT PROGRAM:** Traditional & Therapeutic Foster Care

**January 1, 2014 TO December 31, 2014**

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

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

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

8,395.00

5,475.00

**UNIT** = 1 day

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

\$52.22

\$93.31

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

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

1,616,266.89
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**ATTACHMENT C-1**

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
Program Director	1.00	40.0	56,000.00	14,000.00	14,000.00			28,000.00	56,000.00
Case Manager	10.00	400.0	320,000.00	128,000.00	192,000.00				320,000.00
Clerical Specialist	1.00	40.0	25,500.00	12,750.00	12,750.00				25,500.00
Clerical Specialist	1.00	40.0	25,500.00					25,500.00	25,500.00
Other Personnel			195,250.00					195,250.00	195,250.00
Executive Director	1.00	10.0	85,000.00				12,750.00	72,250.00	85,000.00
Human Resource Director	1.00	13.2	70,000.00				10,500.00	59,500.00	70,000.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
<b>TOTAL SALARIES</b>	<b>15.00</b>	<b>543.2</b>	<b>777,250.00</b>	<b>154,750.00</b>	<b>218,750.00</b>	<b>0.00</b>	<b>23,250.00</b>	<b>380,500.00</b>	<b>777,250.00</b>

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

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

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

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

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

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

1 Executive Director 25% allocated to Foster Care Program

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

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>B.PAYROLL TAXES</b>						
FICA 7.65 %	11,838.38	16,734.38		1,778.63	29,108.25	59,459.63
WORKER'S COMP. 1.9%	2,940.25	4,156.25		441.75	7,229.50	14,767.75
UNEMPLOYMENT 2.3 %	983.25	1,397.25		120.06	2,260.44	4,761.00
<b>BENEFITS</b>						
RETIREMENT 1%	1,547.50	2,187.50		232.50	3,805.00	7,772.50
HOSPITAL CARE 13%	20,117.50	28,437.50		3,022.50	49,465.00	101,042.50
OTHER Life/Disability .6%	928.50	1,312.50		139.50	2,283.00	4,663.50
						0.00
<b>TOTAL EMPLOYEE PAYROLL TAXES &amp; BENEFITS</b>	38,355.38	54,225.38	0.00	5,734.94	94,151.19	192,466.88

**Employee Payroll Taxes & Benefits Narrative.**

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

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

**Professional Fees & Contracted Services Narrative**

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

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>D.CONSUMABLE SUPPLIES</b>						
OFFICE	600.00	900.00			4,500.00	6,000.00
CLEANING						0.00
PROGRAM	500.00	300.00			600.00	1,400.00
OTHER - Food					10,000.00	10,000.00
						0.00
						0.00
<b>TOTAL CONSUMABLE SUPPLIES</b>	1,100.00	1,200.00	0.00	0.00	15,100.00	17,400.00

**Consumable Supplies Narrative**

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

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

**Occupancy Costs Narrative**

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

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

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

Utilities are included in the rent.

**ATTACHMENT C-1**

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

**Travel Costs Narrative**

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

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

**Insurance Costs Narrative**

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

**ATTACHMENT C-1**

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

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

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

**ATTACHMENT C-1**

## LARGE EQUIPMENT DEPRECIATION COSTS

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

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

\* Enter as a decimal.

**ATTACHMENT C-1**

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>I.MISCELLANEOUS COSTS</b>						
Postage	1,200.00	800.00			500.00	2,500.00
Dues/Subscriptions	2,000.00	1,000.00			1,000.00	4,000.00
Background checks	2,250.00	1,500.00			1,250.00	5,000.00
Recruitment	2,500.00	2,000.00			1,500.00	6,000.00
						0.00
<b>TOTAL MISCELLANEOUS COSTS</b>	7,950.00	5,300.00	0.00	0.00	4,250.00	17,500.00
<b>J. PROFIT MARGIN (For profit entities only)</b>						0.00
<b>TOTAL OF ALL EXPENSES</b>	417,770.38	497,210.38	0.00	45,384.94	644,901.19	1,605,266.88

**Miscellaneous Costs Narrative.**

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

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

**Mgmt/Indirect Cost Narrative.**

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

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

Please type narrative here.

N/A.



ATTACHMENT C-1

REVENUES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
<b>A. GOVERNMENTAL AGENCY FUNDING (specify agency &amp; type)</b>						
Hamilton County Job & Family Services	381,133.00	459,770.27			650,008.63	1,490,911.90
Butler County Job & Family Services	57,269.40	51,085.59				108,354.99
						0.00
<b>B. OTHER FUNDING</b>						
FEES FROM CLIENTS						0.00
CONTRIBUTIONS -						0.00
						0.00
						0.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
Fundraising	5,000.00	5,000.00			7,000.00	17,000.00
<b>TOTAL REVENUE</b>	443,402.40	515,855.86	0.00	0.00	657,008.63	1,616,266.89

**Revenue Narrative**

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



# ATTACHMENT D

# Hamilton County Department of Job and Family Services

## Provider Certification Process

(Revised 6/05)

### I. Overview

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

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

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

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

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

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

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

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

Refer to detailed instructions for completing the certification document.

## II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

### **Section A. Program Identifying Information**

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

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

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

ITEM	EXPLANATION
1. Other Provider certifications	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management.
2. Reviewed and accepted: a. Most recent annual indep. audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls.	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <ol style="list-style-type: none"><li>1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy.</li><li>2. Do the attachments/exhibits indicate problems, recommendations, etc.?</li><li>3. Does the audit management letter indicate a problem or areas that need improvement?</li><li>4. Does the SAS61 indicate problems, concerns, etc.?</li><li>5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year.</li><li>6. Were taxes filed timely? If not, why? Were extensions requests done timely?</li><li>7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <b><i>Government Auditing Standards</i></b>. The information is also available on the GAO website at: <b><a href="http://www/gao.gov/policy/guidance.htm">http://www/gao.gov/policy/guidance.htm</a></b></li></ol>
3. Indicate Provider's filing status with the IRS: 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"> <li>a. Articles of Incorporation, if applicable;</li> <li>b. job descriptions for all staff in program budget;</li> <li>c. insurance with the correct amount, type of coverage and add'l. insureds listed;</li> <li>d. Worker's Compensation insurance;</li> <li>e. table of organization including advisory boards &amp; committees;</li> <li>f. service/attendance form, sign-in sheet, etc.</li> <li>g. contract service contingency plan, if applicable.</li> </ul>	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> <li>1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O.</li> <li>2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current.</li> <li>3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions.</li> <li>4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client names, date, begin/end time, unit(s) of service, name of teacher/case worker, etc.</li> <li>5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan?</li> </ol>
<p>5. Reviewed 3 of the last 12 months board minutes</p>	<p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p>



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

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

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

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



**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	

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

**NOTES:**

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

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

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



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

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

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

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

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

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

ATTACHMENT E

**Declaration of Property Tax Delinquency**  
(ORC 5719.042)

I, \_\_\_\_\_, hereby affirm that the Proposing Organization  
herein, \_\_\_\_\_, is \_\_\_\_ / is not \_\_\_\_ (**check**  
**one**) charged at the time of submitting this proposal with any delinquent property taxes on  
the general tax list of personal property of the County of Hamilton.

If the Proposing Organization is delinquent in the payment of property tax, the amount of  
such due and unpaid delinquent tax and any due and unpaid interest is  
\$\_\_\_\_\_.

**State of Ohio**  
**County of Hamilton**

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

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

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

# ATTACHMENT F



222 East Central Parkway • Cincinnati, Ohio 45202-1225

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

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

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

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

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

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

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

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

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

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

#### NOW THEREFORE

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

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

#### A. Criminal Record Check

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



# ATTACHMENT G

## REGISTRATION FORM

### **RFP: SC0513-R, Traditional Family Foster Care and Treatment Foster Care Placement Services, May, 2013**

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

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

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

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the Provider's Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **June 24, 2013.**

<b>DATE:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>REPRESENTATIVE'S NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>NUMBER OF PEOPLE ATTENDING PROVIDERS CONFERENCE:</b>	
<b>SIGNATURE:</b>	

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

**Please fax this completed page to HCJFS Contract Services at (513) 946-2384.**

# ATTACHMENT I

## DEFINITION OF TERMS

**Adoption:** creation, by a court of competent jurisdiction, of parental rights and responsibilities between a child and an adult, along with the termination of all parental rights and responsibilities to the child held by any other persons, which have not been previously surrendered or terminated by court order.

**Caseworker:** a PCSA, PCPA or PNA staff person who is responsible for provision of protective services or supportive services to the child and his parent, guardian, custodian or substitute caregiver.

**Closed adoption:** An adoption in which all of one triad member's identifying information is concealed from all other triad members.

**Emancipation:** A youth who is legally declared an adult (by a court) prior to age 18. A youth in foster care who emancipates is no longer a ward of the court (or in foster care).

**Foster Care:** Care provided to youth when they are removed from their biological family's custody and are placed in state custody. Foster care includes placement with relatives, foster families, group homes, shelters and other placements for children under the age of 21.

**Foster Home:** a private residence in which children are received apart from their parents, guardian, or legal custodian, by an individual reimbursed for providing the children non-secure care, supervision, or training twenty-four hours a day. "Foster home" does not include care provided for a child in the home of a person other than the child's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. Family foster homes, pre-adoptive infant foster homes and specialized foster homes are types of foster homes.

**Foster-Adopt placement:** Definition varies somewhat from community to community but, in general, this term is used to describe legal risk placements (see definition below) and/or the adoption by foster parents of a child, currently placed in their home, whose initial plan was reunification with birth parents, whose plan has now, after diligent attempts at reunification have failed, been changed to the goal of adoption. In this case, the child is in foster care status upon entering the caregiver's home. The caregiver is a licensed foster parent who has completed or is in the process of completing an approved adoption homestudy process. In Ohio, many agencies offer a combined homestudy process in which the applicant becomes a licensed foster parent and is also approved to adopt at the end of the process.

**Identifying information:** means any of the following with regard to a person: first name, last name, maiden name, alias, social security number, address, telephone number, place of employment, number used to identify the person for the purpose of the statewide education management information system established pursuant to section [3301.0714](#) of the Revised Code, and any other number federal or state law requires or permits to be used to identify the person.

**Independent adoption:** An adoption facilitated by an attorney.

**Life book:** a record of the child's life, which helps identify events in the child's past, including what happened while in agency care. The record shall include a chronological listing of such events and relationships in the child's life. Photographs may be used to depict events in the life book.

**Medicaid:** A type of medical insurance provided through the state, using combined federal and state funds, which most children who are considered to have special needs are entitled to receive. This can be used in conjunction with the adoptive family's medical insurance to meet the child's needs.

**Respite care:** as used in Chapters 5101:2-5 and 5101:2-7 of the Administrative Code, is any alternative care provided for a child placed in a specialized foster home that lasts more than twenty-four consecutive hours when the plan is to return the child to the same specialized foster home at the end of the period of respite care.

**Reunification:** Services that can bring a family back together by working on the problems that caused the separation of the youth from the family.

**Therapeutic Foster Care – Traditional:** The child/youth placed in this level of care most likely requires a safe environment to grow and develop and may or may not present serious risk factors. The child/youth may have a DSM-IV diagnosis with manageable symptoms. The child/youth with moderate service needs that can be safely cared for in a traditional foster care home should not be excluded.

**Therapeutic Foster Care – 1 Level:** The child/youth presents moderate-to-high-risk levels, with behavioral and/or psychiatric conditions that require an alternative living environment. Ongoing support and treatment is necessary to gain stability and community living. The team's experience in placing child/youth in this level of care shows the following generalized consumer profile (this is an example only and does not constitute a full and complete listing):

- Child is depressed, but no suicidal gesture or attempt is evident within the last 90 days
- Is defiant and oppositional that might include general threats of harm to others
- Has sporadic incidents of physical aggression with peers, not causing injury, and consistent with normal developmental adjustment problem
- Some inappropriate sexual comments or behaviors, but responds well to adult intervention
- Has some school adjustment problems such as problems of detention, showing disrespect, talking in class
- Some medical needs that require special attention, such as transportation needs and limited specialized training
- Change in environment may reduce the behavioral problems

**Therapeutic Foster Care – 3 Level:** The child/youth is usually at a high risk level and may also suffer from illness as substantiated by a DSM-IV diagnosis or combined diagnosis of mental illness and addiction disorder. The child/youth may also have a SED diagnosis whose condition is so serious and persistent that an alternative living environment is required. Treatment support is necessary to maintain stability and community living. Experience shows the following generalized consumer profile:

- Suicidal ideation and gesture is either present or in recent past of 90 days, but is not considered a high risk at present
- Has a record of criminal charges, including AWOL, truancy, incorrigibility, breaking and entering, felony assault

- Has frequent (daily) emotional outburst that require intervention by foster care parents; such outbursts are not typical of developmental stage
- Have significant behavioral health problems, sexual offending behaviors, or fire setting incidents that require close supervision to avoid risk for other children
- Alternative educational setting may be required
- Engages in risky behaviors in the community (e.g., prostitution, gang involvement, etc.) that required additional therapeutic services and closer supervision

**Therapeutic Foster Care – Special Needs:** a foster home that incorporates special rehabilitative services designed to treat the specific special or exceptional needs of the children received in the foster home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally challenged or developmentally disabled, or who otherwise have special or exceptional needs. Additionally, a foster home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:

- Under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111 for Long-Term Care Services, the children require a skilled level of care.
- The children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions.
- The children require the services of a registered nurse on a daily basis.
- The children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally challenged.

# ATTACHMENT J

**2014 Provider Performance Outcome Measures- Foster Care- SORC**

Objective	Measurement	Incentive/ Reporting
<p><b>1. Improve permanency outcomes for children through adoption.</b></p>	<p>a. Provider will be certified to recommend approval for foster care and adoption</p> <p>b. Provider approves homes for both foster care and adoption, preferably at the initial point of licensure. Kin families who wish to adopt will receive targeted support and assistance in the licensing process.</p> <p>c. Children, who are legally free for adoption and have resided in the foster home for at least 6 months, have their adoption finalized within 6 months.</p>	<p>a. Provider will receive a per child incentive quarterly during the contract period. Adoption must be finalized to receive incentive dollars.</p> <p><b>Reporting:</b></p> <p>a. Provider will produce ODJFS certificate to recommend approval for adoptive homes.</p> <p>b. Provider will submit adoption home studies within 10 days of request from the custodial agency.</p> <p>c. Provider will track and produce data quarterly with the total number of finalizations. Data will be confirmed through SACWIS.</p> <p>d. Provider will track and produce data quarterly with the total number finalizations. Data will be compared and confirmed through SACWIS.</p> <p>Provider will not be eligible for incentive dollars if the custodial agency or the Provider completes an expedited home study to facilitate adoption finalization.</p>
<p><b>2. Children will experience placement stability.</b></p>	<p>a. Children will remain in the same home throughout their stay in care.</p> <p>The CFSR measure is: 86% of children will have 2 or fewer moves within 12 months.</p> <p>66% of children will have 2 or fewer moves within 12 to 24 months.</p>	<p>a. Provider will receive a per child incentive at the end of the contract reporting year for any child who has experienced no placement changes 1)upon initial placement into care and has an exit to adoption, guardianship, reunification or emancipation or 2)who</p>



## 2014 Provider Performance Outcome Measures- Foster Care- SORC

	<p>42% of children will have 2 or fewer moves 24 + months.</p>	<p>has experienced 12 + months of placement stability and has an exit to adoption, guardianship, reunification or emancipation.</p> <p><b>Reporting:</b>            *Permanency is defined as adoption, reunification, guardianship or emancipation.</p> <p>*Any youth who is enrolled in placement with the provider at the commencement of the contract period will be counted in this measure.</p> <p><b>a.</b> Provider will produce placement stability data at the end of the contract period. Data will be compared and confirmed through SACWIS.</p>
<p><b>3. Children will experience academic success</b></p>	<p>a. 80 % of children will graduate from high school or earn a General Educational Development (GED) diploma</p> <p>b. 80 % of children will be enrolled in a head start or community based early childhood educational program part or full time.</p>	<p>a. Provider will receive a percentage of their total annual administrative costs for meeting performance standards in each category.</p> <p><b>Reporting:</b></p> <p>a. Provider will produce reports in December of the contract period to confirm achievement of performance measure. Data will be compared and confirmed through SACWIS</p> <p>Child must be enrolled with the provider a minimum of 90 days</p> <p>And;            Child must be enrolled in placement with the provider at</p>

**2014 Provider Performance Outcome Measures- Foster Care- SORC**

		the end of the school year or at any time during the contract year to qualify for the incentive payment related to achievement of a GED.
<b>4. Children will be placed within their own communities in close proximity to schools and family.</b>	<ul style="list-style-type: none"> <li>a. Children will be placed in their home school upon entry into care.</li> <li>b. Children will be placed in their county of residence upon entry into care.</li> </ul>	<ul style="list-style-type: none"> <li>a. Provider will receive a per child incentive for meeting performance standard in either category.</li> </ul> <p><b>Reporting:</b></p> <ul style="list-style-type: none"> <li>a. PCSAs will provide data pertaining to school district and removal locations to assist in foster home recruitment efforts within these areas.</li> <li>b. Provider will produce quarterly reports to demonstrate achievement of this measure. Data will be compared and confirmed through SACWIS.</li> </ul> <p>Incentive will be based on initial placement data. Children who enter placement in the contract period will be included in this measure.</p>
<b>5.Children will experience improvement in functional ability.</b>	<ul style="list-style-type: none"> <li>a. 50% of children receiving therapeutic placement services will be stepped down to a lower level of care and maintain for at least 90 days.</li> </ul>	<ul style="list-style-type: none"> <li>a. Provider will receive a percentage of their total administrative costs for meeting this performance standard.</li> </ul> <p><b>Reporting:</b></p> <ul style="list-style-type: none"> <li>a. Provider will produce data at the end of the contract period. Data will be compared and confirmed through MCP and SACWIS reports.</li> </ul> <p>Children who enter placement in</p>

## 2014 Provider Performance Outcome Measures- Foster Care- SORC

		the contract period will be included in this measure.
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**Provider must be in good standing as determined by PCSA who holds contract to be eligible for Incentive Payment.**

**Incentive Payments are based on populations specific to each custodial PCSA and are subject to availability of funds. (Butler, Clermont, Hamilton)**

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