



**REQUEST FOR PROPOSALS**

**FOR**

**INDEPENDENT LIVING  
SERVICES FOR  
HAMILTON & BUTLER COUNTIES**

**RFP #SC0610-R**

**Issued by**

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

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**(January, 2011)**

**RFP Conference: February 11, 2011 – 1:00 p.m. – 3:00 p.m.**

**Location: Butler County Children's Services**

**300 North Fair Avenue**

**Hamilton, Ohio 45011**

**Deadline to register for the RFP: Friday, March 11, 2011**

**Due Date for Proposal Submission: Friday, March 18, 2011**

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# **REQUEST FOR PROPOSAL (RFP) FOR RESIDENTIAL TREATMENT SERVICES**

## **1.0 REQUIREMENTS & SPECIFICATIONS**

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

Hamilton (HCJFS) and Butler (BCCS) Counties are seeking proposals for the purchase of independent living services for youth. Each County reserves the right to award multiple contracts for these services to multiple providers and to award contracts for any or all the services proposed.

### **1.2 Scope of Service**

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

HCJFS and BCCS are looking for organizations to provide independent living services for the child welfare population of Hamilton and Butler Counties who meet Levels of Care (LOC) criteria, Attachment H, for an independent living setting. Organization(s) shall provide services to youth who are transitioning out of the child welfare system and in need of supports and interventions that will move them toward successful independence and emancipation.

It is expected that the independent living providers shall have the capacity to provide services at the level of care purchased with no additional supportive services needed to be purchased, unless requested and approved by HCJFS or BCCS prior to service delivery.

Services to be provided are targeted to adolescents, age 16 to 21, who will benefit from training, guidance and supervision offered in the least restrictive setting and will provide them with opportunities to become self-sufficient and productive members of society. Youth are placed in scattered site apartments or shared housing arrangements within the community. Supervision is available by a trained staff person and can occur around the clock or a minimum of two hours per week and is contingent upon the youth's needs and agreed upon plan with HCJFS and BCCS. These youth are in the custody or being served by Hamilton County Juvenile Court, HCJFS or BCCS, are stepping down from more restrictive care settings and are not considered candidates for reunification or adoption.

### **1.2.1 Population**

The following data is provided for planning purposes only. HCJFS and BCCS do not guarantee that the current service level will increase, decrease or remain the same. It is anticipated that HCJFS will procure services for approximately 50 youth in independent living settings, scattered sites and shared housing.

The main populations for these services HCJFS and BCCS are looking to serve are:

- Male or female adolescents, 16 to 21 years of age.

#### Service Numbers:

HCJFS:

- A. There are currently 51 youth in independent living programs; and
- B. HCJFS served 92 youth in independent living settings over the past 12 months.

BCCS:

In 2009, there was an average of 324 children in BCCS custody. 9 children (3%) were placed in an independent living placement setting.

A. 22% were female and 67% were male; and

B. Median placement stay was 333 days and average was 369 days.

In 2010, there was an average of 345 children in BCCS custody. 9 children (3%) were placed in an independent living placement setting.

A. 22% were female and 78% were male; and

B. Median placement stay was 367 days and average was 369 days.

From the calendar year 2009 through 2010, there were 722 children that were in BCCS custody (at anytime during the two year period). 14 children (2%) were placed in an independent living placement setting.

A. 0% were served out-of-state;

B. 57% were served in Butler County; and

C. 43% were served in Ohio outside of Butler County.

In all cases, these youth have a history of neglect, abuse and dependency. These youth require out-of-home-care placements and are not considered to be candidates for reunification or adoption. Youth may have past juvenile court or current emotional, behavioral or developmental needs, but are not assessed to be high risk for community placement. Some of the youth are being jointly managed through Developmental Disabilities Services (DDS) and Mental Health Board (MHB) in the adult system. Services beyond the age of eighteen are assessed individually and contingent upon the youth's needs and active enrollment towards completion of high school diploma or GED. Preferred outcomes are high school completion, post-secondary enrollment or established employment, established affordable housing and established connections to a dedicated adult who will commit to support the child post-emancipation.

## **1.2.2 Service Components**

Services will be individualized and capitalize on the strengths of the youth. A Provider shall have the following service components to best serve youth residing in independent living setting:

- A. Housing - shared housing, including roommates, or scattered site apartments within the community;
- B. Independent Living Skill Development - For youth 16 years of age and older, the placement provider shall utilize the Daniel Memorial Independent Living Skills Assessment Outcome in accordance with OAC 5101:2-5-33. Providers shall incorporate the assessment outcomes into service planning and curriculum and provide the opportunity for youth to develop independent living skills including but not limited to:
  - 1. Personal Care – health/medical, food/nutrition, clothing care, household chores, money management, leisure time, safety, community resources, housing, transportation and legal issues;
  - 2. Psychosocial – decision-making, relationship building, parenting, sexuality, self-image, communication and response to authority;
  - 3. Education – basic education, high school graduation, vocational training, preparation for higher learning opportunities, whenever possible; and
  - 4. Employment – job, careers and work habits.
- C. Transportation – to be offered at no additional cost for medical appointments, school (unless otherwise provided by the school district), therapy appointments, child and family team meetings, recreational activities, home visits and teaching youth how to use public transportation;
- D. Financial Assistance – to include adequate and seasonally appropriate clothing, housing, food, basic personal care items and transportation (bus cards or tokens);

E. Case Management - as it relates to decision-making, interpersonal relationships, parenting, employment readiness, education/vocation planning, finances and facilitating access to medical, developmental, psychological, financial and/or personal and community resources; Case management is responsible for:

1. coordinating interdisciplinary care services (i.e. clinical treatment, behavior management, education, medical, mental health, parenting classes, visitation, etc);
2. developing, in collaboration with treatment teams, plans of care to meet youth's needs and are most likely to reduce the time a youth spends in care and increase the likelihood of permanency (permanency pacts, reconnection or connection to supportive adult), sustainable community and system supports;
3. development of well defined, attainable, individual treatment goals and discharge planning that emphasize safety, permanency and well-being and are aligned with HCJFS/BCCS case plan goals and discharge planning;
4. identifying expected outcomes and guiding youth and their family toward these outcomes;
5. coordinating, monitoring and evaluating services required to meet youth's needs;
6. supervision of the placement and youth in their own apartment. A minimum of two face-to-face contacts in the apartment with one contact occurring on a weekend during a monthly episode of care;
7. direct, hands-on, one-to-one coaching, teaching and modeling with they youth around life skills, employment and education;
8. education and vocation support - Ensure school attendance, school success (high school and post secondary, and employment attendance and success. Program staff will attend and participate in pertinent school and vocational meetings to advocate and assist the youth during IEP planning, ongoing



- progress reviews and transition meetings.
9. Program staff will assist the youth in locating employment and/or applications for financial aid and school;
  10. court - program representation at juvenile court proceedings to support and report needs, progress and concerns; and
  11. treatment support and interventions: Provision of therapeutic interventions and treatment strategies that are best practice, evidenced-based and tailored to youth in the child welfare system.
- F. Crisis Support – a written emergency procedure in place that assures youth will have twenty-four access to staff that is familiar with the youth’s situation;
- G. Legal - Court appearances, testimony, and reports to the court;
- H. Monthly progress reports – submit monthly progress reports which include well documented contact with youth, family, and other professionals involved with the youth, overall assessment of youth’s progress, interventions utilized, youth’s ongoing adjustment to placement, education, safety and well-being, family or sibling visits, efforts and activities associated with independent living and discharge/permanency goals (education, housing, employment, support). Provider will record and submit this information on the Southwest Ohio Regional Collaborative (SORC) form;
- I. Limited English Proficiency - Provider shall have an interpreter or services available for Limited English Proficiency consumers;
- J. Licensure –independent living Providers must maintain appropriate licensure from Ohio Department of Job & Family Services (ODJFS), Ohio Department of Mental Health (ODMH) or Ohio Department of Developmental Disabilities (ODDD) at all times;

- K. Staff Training – programs must have sufficient policies to address staff orientation and ongoing training needs in accordance with OAC 5101:2-9-03 and 2-9-09. Staff are trained to adequately report any major unusual incidents, allegations of abuse/neglect of any kind, and other grievance processes to ensure multiple methods for reporting and investigating any claim of maltreatment or safety issue that a youth or family member reports. Such policies may be reviewed and monitored by HCJFS upon request or as part of any program or audit review. Employees must complete all needed training prior to unsupervised contact with youth;
- L. Structural Conditions – structures associated with all IL living arrangements are maintained in a safe state of repair and in accordance with all ODJFS, ODMH and DD requirements. Housing must include adequate and good quality furniture;
- M. Quality Improvement (QI) Outcomes – established outcome measurement practices. Outcomes are utilized to inform quality improvement initiatives and service effectiveness. Annual reports are made available to HCJFS and should include outcomes related to:
1. Clinical services and treatment;
  2. Stability of placement;
  3. Discharge – describe what youth will leave your program with at the time of discharge (i.e. furniture, money, deposit, rent, etc.);
  4. Incidence of abuse/neglect;
  5. Youth satisfaction and incentives for youth who are successful; and
  6. Statewide outcome projects.
- N. Referral Response Time – able to respond to HCJFS/BCCS within two (2) business days of receiving a referral. This initial response will indicate whether provider has capacity and whether provider intends to consider the youth for placement. Provider will interview the youth and arrange placement for the youth within one to four weeks dependent upon the needs of the youth;

- O. Basic Needs – provide all basic needs (food, clothing, shelter). Provider must ensure bills are paid timely to avoid shut-offs and evictions;
- P. Health Care – all youths are provided timely routine and specialized medical and dental care and in accordance with the Ohio Administrative Code;
- Q. Incentive Components- program components that provide opportunities for youth establish savings accounts, budget money and manage personal expenditures both during an episode of care and at discharge (i.e. deposit toward future housing, furniture, vocation or education related incentives);
- R. Discharge/Transition Planning – discharge planning will be developed at intake and monitored every 30 days. Discharge planning will include recommendations for step down services and accompanying discharge reports and summaries including:
1. updated DAF (diagnostic assessment form) or psychological/psychiatric assessment and clinical recommendations;
  2. coordination to include follow up appointments and services;
  3. 60 days of medication and/or updated prescriptions;
  4. linkage to appropriate community and support services. Established connections to community and system resources including suitable, affordable housing, public assistance programs, aftercare resources, counseling, medical providers, recreation, vocation, post-secondary enrollment, adult serving systems (DDS/mental health, identified supportive adults);
  5. service continuums whenever possible such as therapy and med somatic services, partial hospitalization or education services;
  6. aftercare services;
  7. planning which incorporates youth and family in all aspects; and identified in formalized permanency plans;
  8. housing plan (shared housing, affordable housing, relatives, dorms, etc); and
  9. tangible goods – furniture, clothing, savings accounts, money for future rental/housing deposits, etc.

S. Evidenced-based practices.

### 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' or BCCS' 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 local 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 and Butler 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 1 to allow inspection and audit of the above criminal records transcripts or reports by HCJFS and BCCS or a private vendor hired by HCJFS or BCCS 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' or BCCS' consumers.

4. **Employee Confidential Information:** HCJFS and BCCS may request that the Provider not use an employee or prospective employee based on confidential Children's Services information known to HCJFS and BCCS. To this end, Provider shall provide to HCJFS and BCCS 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 HCJFS and BCCS.

## **2.0 Provider Proposal**

It is required all proposals be submitted in the format as described in this section. Each submission must have the appropriate number of copies. For Hamilton County, one (1) signed original and eight (8) copies; for Butler County, one signed original and five (5) copies, 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 HCJFS or BCCS. 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 2011, 2012, and 2013. These Unit Rate(s) must be supported by the Budget, except for the baby rates as this is a rate that is set by HJCFS and BCCS.

### **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**

### **A. Clinical Program Components**

1. Describe your 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 how Provider is able to meet the Scope of Services, Section 1.2. Include the population you serve and provider history and experience. Provider should clearly state its competitive advantage and its ability to meet the terms, conditions and requirements defined in this RFP.
2. Detail how your organization will ensure youth are placed in close proximity to identified community, school, social and family supports. Include how your organization will ensure transportation is available to support connections to school, community and family.
3. Describe how your organization will ensure families and youth are involved and incorporated into all aspects of treatment planning, ongoing treatment and discharge planning.
4. Provide a detailed description of your organization's ability to use community resources and supports as a part of treatment planning and in support of continuity of care with existing services. HCJFS/BCCS value an organization's willingness and ability to operate in a free standing or cooperative continuum of care, allowing youth to move into more or less restrictive care settings, while maintaining the same school, psychiatrist, etc.
5. Provide a detailed description of your organization's curriculum and service

delivery components in the following areas:

- a. Daily living skills;
  - b. Securing and maintaining a residence;
  - c. Home management;
  - d. Shopping;
  - e. Money management;
  - f. Utilization of community services and systems;
  - g. Accessing and utilizing transportation;
  - h. Utilization of leisure time;
  - i. Personal care, hygiene and safety;
  - j. Pregnancy prevention and/or parenting skills;
  - k. Time management;
  - l. Enhancement of personal decision-making and communication skills;
  - m. Assistance in obtaining a high school diploma or GED, evaluating personal educational goals, and planning/preparation for post secondary education and training;
  - n. Planning for job and/or career development;
  - o. Securing and maintaining employment;
  - p. Planning for ongoing and emergency personal health care needs, including education about avoidance of drug and alcohol abuse, risky sexual behavior and smoking;
  - q. Building positive image and self-esteem; and
  - r. Developing positive adult relationships and support systems.
6. Describe your organization's capacity and willingness to accept and work with consumers with some degree of impairment in behavioral, emotional, and developmental functioning.
7. Describe how your treatment approaches and service interventions are best practice or evidenced-based, flexible and individualized ensuring youth will progress to their best ability.
8. Provide an example how your organization ensures discharge planning results in positive transitions and outcomes for children. Give an example of a discharge plan.
9. HCJFS/BCCS utilizes the Daniel Memorial Independent Living Assessment or



comparable assessment. Describe how your organization will incorporate this assessment into treatment planning and service coordination for youth.

#### B. Licensure, Administration and Training

1. Describe how your organization will ensure all structures associated with independent living arrangements are maintained in a safe state of repair and in accordance with all ODJFS requirements.
2. Describe your organization's policy ensuring all employees will submit to a BCII check and be cleared of all offenses as described in rule 5101:2-5-09 of the ODJFS manual.
3. Describe how your organization will ensure employees will complete all orientation training prior to unsupervised contact with youth.
4. Identify any actions against your organization through ODJFS, ODMH or any other licensing body over the past 10 years that included Corrective Action Plans, Temporary License or Revocation. Provide outcome of any action.
5. Is your organization Medicaid certified? If yes, for what services? If no, is your organization willing to obtain Medicaid certification?
6. Describe your organization's policy to report any major unusual incidents and or allegations of abuse or neglect.
7. Describe training, supervision, and support provided to direct care staff.
8. Describe how your organization will respond to referrals according to the placement needs of HCJFS/BCCS and youth.

#### C. Child Welfare/Program Outcome Components

1. Provide three suggested methods of providing incentives/disincentives to your organization for meeting performance requirements. Such performance requirements may include, but are not limited to: increasing/decreasing number of referrals, or pay-per-performance incentives/disincentives.

2. Describe your organization's partnership/involvement with housing authorities, public systems, community services, and education/vocation resources.
3. Describe how your organization will ensure that families are invited to participate in youth's day-to-day living activities.
4. Describe how your organization will ensure youth will have access to affordable, appropriate housing at discharge.
5. Describe how your organization will ensure youth will be linked to appropriate systems of care at discharge including, but not limited to the following: addiction/recovery services, mental health, DD, public assistance, public transportation, Medicaid, vocational education programs and financial aid for secondary education.
6. Provide the following information for the last 12 months of service delivery:
  - a. Average age of youth at admission and discharge;
  - b. Average length of stay;
  - c. Tracking discharge outcomes/results such as:
    1. number of youth with health insurance at discharge;
    2. number of youth with a positive, appropriate discharge that met the following criteria:
      - a) case goal;
      - b) affordable housing at discharge (all types, college dorms, family, public subsidized, etc.
    3. number of youth with self-directed discharges (where did they go?);
    4. number of youth who graduated, received GED, employed or enrolled in post education/vocation programs at discharge;
    5. number of youth discharged to DYS or prison settings; and
    6. number of youth discharged to family or other "kin" arrangements.
7. Describe how your organization will ensure that all youth receive timely routine and specialized medical and dental care in accordance with OAC.

8. Describe Provider's participation in local or statewide outcome measurement initiatives such as the OACCA Outcomes Data Project. If Provider does not participate in these initiatives, describe your willingness to participate.

## 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 HCJFS or BCCS 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 Agreement 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; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

**Hamilton County Risk Manager**

**Room 607**

**138 East Court Street**

**Cincinnati, OH 45202**

**Facsimile: 513-946-4330**

- G. Job Descriptions - For key clinical and business personnel and any staff providing direct services to youth.
- H. If needed: Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the instructor or social worker. Also include forms used to record participant progress.
- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- 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, and a copy of the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent years 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 and BCCS.**
- O. 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. HCJFS and BCCS anticipate services will begin sometime between June 1, 2011 and December 31, 2011. Provider must submit a Budget and a calculation of the Unit Rate for the initial contract term (Contract Year 1) that Provider understands will be used to compensate Provider for services provided. Budget for each County and Unit Rates must be submitted in the form provided as Attachment C. Contracts will be written for the initial term of one (1) year with two (2) one year options for renewal.

All registered Providers will be sent an electronic budget file in Excel format. All Providers submitting a proposal shall include a hard copy of all the budget for each County in the proposal and also submit all the budget for each County

electronically in Excel format to the contact person identified in Section 3.2, RFP Contact Person. 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 budge submitted in the proposal.**

*For renewal years, any increases in Unit Rates will be at the sole discretion of HCJFS and BCCS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term. HCJFS or BCCS 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 (e.g. insurance, respite care), administration, needed to accurately calculate the cost of a unit of Service (the "Unit Rate" /"Cost Reimbursement).

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 include a detailed narrative on the bottom of each budget page 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' and BCCS' decision is final.

## **2.4 Customer References**

Provider must submit at least three (3) letters of professional reference for whom services were provided similar in nature and functionality to those requested by HCJFS and BCCS. Reference letters from HCJFS and BCCS or HCJFS and BCCS 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, Clinical Director, CFO, any administrators, and any staff providing direct services to youth) 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, if so, 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 are posted on the Hamilton County Board of County Commissioner'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 Terrorist Declaration**

In accordance with ORC 2909.32(A)(2)(b), Provider is to provide a completed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, Attachment F. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

## **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	January 28, 2011
RFP Conference	Friday, February 11, 2011
Deadline for Receiving Final RFP Questions	Friday, February 18, 2011
Deadline for Issuing Final RFP Answers	Friday, February 25, 2011
Deadline for Proposals Received by RFP Contact Person	Friday, March 18, 2011
Deadline for Registering for the RFP Process	Friday, March 11, 2011
Oral Presentation/Site Visits – if needed	Week of March 28, 2011
Anticipated Proposal Review Completed	April 4, 2011
Anticipated Start Date	Between June 1, 2011 and December 31, 2011

### 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 Friday, March 11, 2011.**

All interested Providers must complete Registration Form (see Attachment H) 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](mailto:carsos01@jfs.hamilton-co.org).

### **3.4 RFP Conference**

The Provider's Conference will take place at **Butler County Children's Services, 300 North Fair Avenue, Hamilton, OH 45011 on Friday, February 11, 2011, 1:00 p.m. – 3:00 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 **February 18, 2011, noon**. The final responses will be faxed or e-mailed on **February 25, 2011** 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 HCJFS and BCCS in the administration of our business affairs, in our responsibility to the residents of Hamilton and Butler 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 and BCCS 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 and Butler County Commissioners; and
- B. Any HCJFS and BCCS employees, except for the RFP Contact Person. Neither Providers nor their representatives may contact the RFP contact person listed in Section 3.2 after February 18, 2011, noon. If the Provider attempts any unauthorized communication, County(ies) 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 Providers, the program or its evaluation made to anyone other than the RFP Contact Person as listed in Section 3.2 (no contact after February 18, 2011, 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 February 18, 2011, 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**

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 Conference, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify RFP Contact Person prior to **February 18, 2011** by **noon** of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.8 Addenda to RFP**

HCJFS and BCCS may modify this RFP no later than **February 25, 2011** by issuance of one or more addenda to all parties who registered for the Provider's Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the Provider's 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 Provider's Conference. All addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

### **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 HCJFS or BCCS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider hereunder, HCJFS and BCCS reserves the right to exercise one of the following alternatives:

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

HCJFS and BCCS 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. 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.

Hamilton and Butler Counties may entertain alternative proposals submitted by Provider which may contain responses that differ from the specifications contained in this RFP. All alternative proposals must conform to the RFP instructions and outcomes.

### **4.2 Cost of Developing Proposal**

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

### **4.3 False or Misleading Statements**

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

### **4.4 Delivery of Proposals**

For HCJFS, one (1) signed original proposal and eight (8) duplicates of the entire written proposal must be submitted. For BCCS, one (1) signed original proposal and five (5) duplicates of the entire written proposal must be submitted. Both proposals 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 Friday, March 18, 2011.**

***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 and BCCS reserve the right to request additional information for clarification purposes only.**

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

HCJFS and BCCS 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 HCJFS and BCCS staff and the decision by the HCJFS and BCCS 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 Agreement**

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

##### **Stage 1. Preliminary Review**

A preliminary review of all proposals submitted by **11:00 a.m. on Friday, March 18, 2011** 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. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on Friday, March 18, 2011** 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.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;
- E. Completed Budgets, Section 2.3;
- F. Customer References, Section 2.4;
- G. Personnel Qualifications, Section 2.5; and
- H. Terrorist Declaration, Section 2.6.

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

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

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 its review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review. Review Committee may request information from sources other than the written proposal to evaluate Provider's programs or clarify Provider's proposal. Other sources of information, may include, but are not limited to, the following:

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

### **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 2.2.3 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 or BCCS 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 2.2.3 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 Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS and BCCS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS and BCCS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the Hamilton County BOCC and Butler County BOCC on behalf of HCJFS, BCCS and Provider.

- D. If HCJFS or BCCS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS or BCCS and successful proposer are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS and BCCS, HCJFS and BCCS will terminate the Agreement discussions with Provider. In such event, HCJFS and BCCS reserves 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 HCJFS or BCCS 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**

Hamilton County and Butler County are both governmental agencies required to comply with the Ohio Public Records Act as set forth in ORC 149.43. In the event Provider provides Hamilton County or Butler County 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 Hamilton County or Butler County. If Hamilton County or Butler County are requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Hamilton County and Butler County will notify Provider of that fact.

Provider shall promptly notify Hamilton County or Butler County, in writing, that either a) Hamilton County or Butler 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 Hamilton County or Butler County 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.

**ATTACHMENT A**  
**Cover Sheet Independent Living Proposals**  
**Bid No: SC0610-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 and/or BCCS.

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

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
Hamilton County	
Butler County	

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

Service/Year	Total Cost	For years 2 and 3 only, please list % increase from previous year
IL/Year 1		
IL/Year 2		
IL/Year 3		
IL-B/Year 1	11.50	
IL-B/Year 2	TBD	Not to exceed 3%
IL-B/Year 3	TBD	Not to exceed 3%
IL-SN/Year 1		
IL-SN/Year 2		
IL-SN/Year 3		
Other/Year 1		
Other/Year 2		
Other/Year 3		

**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 January 18, 2010?	3.3	
Will your Proposal be submitted by 11:00 a.m. on January 25, 2011?	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 your ODJFS approved Title IV-E reimbursement ceilings plus Administrative Overhead Cost Pages with your proposal?	2.3	
Did you electronically submit your entire Form 2911 Single Cost Report by 11:00 a.m. on January 25, 2011?		
Are three (3) Customer Reference Letters enclosed or is there a written explanation why a reference(s) is not included?	2.4	
Are required Personnel Qualifications enclosed?	2.5	



# HAMILTON COUNTY

**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 numbers (\_\_\_\_\_) - \_\_\_\_\_, for the purchase of Independent Living Services (the "Contract").

WHEREAS, HCJFS determined that it was in the need of a continuum of Independent Living Services so as to properly serve certain HCJFS consumers;

WHEREAS, in Month of 2010, HCJFS issued a "Request for Proposals for Independent Living Services" ("RFP");

WHEREAS, the RFP indicated that anticipated services would begin not later than Date and that the contracts would be written for the initial term of one (1) year with two (2) one year options of renewal;

WHEREAS, HCJFS had previously entered into Purchase of Service Contract# XXXXXX, as amended and renewed (the "Prior Agreement"), under which the Provider would provide Independent Living Services to certain HCJFS consumers through (date), 2011;

WHEREAS, the HCJFS and Provider desire to enter into the Contract effective (date);

WHEREAS, HCJFS and Provider also mutually desire to terminate the Independent Living Services being provided under the Prior Agreement effective (date).

NOW THEREFORE; in consideration of the above premises and the mutual terms and conditions contained herein, the Parties agree as follows.

## **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 independent living services for youth referred to 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 of service is defined in Exhibit I – Scope of Work (the “Unit of Service”). 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
6. Exhibit VI – The Request for Proposal
7. Exhibit VII – Provider’s Proposal
8. Exhibit VIII – Declaration of Material Assistance/Non-Assistance to a Terrorist Organization
9. Exhibit X – Declaration of Property Tax Delinquency
10. Exhibit XI – Release of Personnel Records and Criminal Record Check

## B. ORDER OF PRECEDENCE

This Contract is based upon Exhibits I through VII 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. CLIENT AUTHORIZATIONS

### A. Form of Client Authorization

Provider agrees that it will only provide Services to Consumers for whom it has obtained a written pre-authorization from HCJFS (the “Client 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 Client Authorization; or 2) exceeding the total authorized Units of Service set forth on the Client Authorization.

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

### C. Administrative Appeal of Denial of Client Authorization

Provider has sixty (60) days from the date of receipt of a denial by HCJFS to issue a Client Authorization to request an administrative appeal. An administrative appeal is only permitted in

those cases where: 1) Service has been provided with a Client Authorization and such Service was rendered within the ninety (90) day period preceding the date of notification of denial of the issuance of a Client Authorization; or 2) Provider has requested additional Client Authorizations but has been denied.

#### **4. RESERVED**

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

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

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

Provider warrants and represents the following costs are not included in the Budget and these costs will not be included in any invoice submitted for payment: 1) the cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; 2) bad debt or losses arising from uncollectible accounts and other claims and related costs; 3) cost of prohibited activities from Section 501(c)(3) of the Internal Revenue Code; 4) contributions to a contingency reserve or any similar provision for unforeseen events; 5) contributions, donations or any outlay of cash with no prospective benefit to the facility or program; 6) entertainment costs for amusements, social activities and related costs for persons other than Consumers; 7) costs of alcoholic beverages; 8) goods or services for personal use; 9) fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; 10) gains and losses on disposition or impairment of depreciable or capital assets; 11) cost of depreciation on idle facilities, except when necessary to meet Contract demands; 12) costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in Section 5101:2-47-26.1 of the Ohio Administrative Code ("OAC"); 13) losses arising from other contractual obligations; 14) organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; 15) costs related to legal or other proceedings; 16) goodwill; 17) asset valuations resulting from business combinations; 18) legislative lobbying costs; 19) cost of organized fund-raising; 20) costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments; 21) any costs specifically subsidized by federal monies with the exception of

federal funds authorized by federal law to be used to match other federal funds; 22) advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; 23) cost of insurance on the life of any officer or employee for which the facility is beneficiary; and 24) major losses incurred through the lack of available insurance coverage.

B. Unit Rate

Each category of Service listed below, as defined in Exhibit 2, 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 placement, 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 on 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 sick leave, comp, and vacation, notification to HCJFS of such absence must occur prior to the Consumer leaving placement. For unplanned absences, including but not limited to AWOL, hospitalization or incarceration, Provider must notify HCJFS Utilization Management immediately of such absence. HCJFS will not issue a hold bed letter. If HCJFS is not notified of a planned or unplanned leave of absence, Provider will not be paid for such leave.

Provider must directly contact the HCJFS Utilization Care Manager once the Consumer has returned to placement in order to resume active authorization for Services.

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

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

E. Invoice and Payment Procedure

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

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

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

F. Administrative Appeal of Denial of Payment

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

G. Miscellaneous Payment Provisions

1. Additional Payment

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

2. Duplicate Payment

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



## **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 notice of intent to terminate the Contract.

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

## **9. TERMINATION**

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

1. By HCJFS

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

2. By Provider

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

B. Termination for Cause by HCJFS

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

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

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

#### D. 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 HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of this Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of offset until such time as the amount of damages due HCJFS from Provider is agreed upon or otherwise determined.

#### 10. TRANSITION PLAN

The parties agree to work cooperatively to develop a Transition Plan to be utilized in the event of termination or expiration of this Contract. 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 final Transition Plan will be attached to and incorporated into this Contract, as Exhibit V, within thirty (30) days of the execution of this Contract. 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 will, at a minimum, include the following schedule:

(The language below is to be used in all contracts)

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 client 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 impact 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:

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:** Section Chief for Contract Services

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

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

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

## **15. CASE PLANS**

Provider agrees to participate with HCJFS in the development, modification and implementation of a case plan (the "Case Plan") for each Consumer placed with Provider. Such Case Plans will be developed and maintained in coordination with any treatment plans developed for any 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 have the sole authority to render a decision on such dispute. The Notice of Dispute Provisions of Section 14.1 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 their license modification, such as but not limited to temporary licensure, or corrective action plans. Provider further agrees to participate in and comply with the requirements of HCJFS utilization review, quality management and credentialing and re-credentialing programs and to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS.

## **17. MAINTENANCE OF SERVICE**

Provider certifies 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 fewer 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.

## **19. REPORTS**

- A. Provider agrees to report all cases of suspected abuse, neglect or dependency to HCJFS through (513) 241-KIDS, the child welfare hotline for HCJFS. In this same regard, Provider agrees to follow HCJFS policies and procedures for reporting such cases, which are set forth in Exhibit III, attached hereto and incorporated herein by reference. Provider agrees to cooperate and assist in any investigation and follow-up activities occurring in relation to such cases. The parties agree changes to Exhibit III made by HCJFS will be sent to Provider and considered incorporated into this Contract without the need for an amendment to this Contract.
- B. 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 per month.
- C. 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.
- D. 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 and all facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

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

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

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

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

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

Provider agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. Provider further agrees



that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS Consumer in its performance of this Contract on the basis of race, color, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

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

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

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

### **24. SOLICITATION OF EMPLOYEES**

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

### **25. RELATIONSHIP**

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

### **26. CONFLICT OF INTEREST**

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

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

## **27. DISCLOSURE**

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

## **28. CONFIDENTIALITY**

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

## **29. PUBLIC RECORDS**

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

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

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, client 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 client used by Provider in the performance of this Contract shall be maintained for a minimum of three (3) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this

Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.

- B. Provider agrees it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein without permission of HCJFS.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be reimbursed, and overpayments will be recovered through the audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to, or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

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

- A. Agreed Upon Procedures Engagement
  - 1. If Provider participates in the Title IV-E Program, Provider shall also 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 complete. Checks held more than sixty (60) days may be canceled and may not be reissued. HCJFS also reserves the right to not increase the rate(s) of payment or the total Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.

3. Provider agrees to give HCJFS a copy of Provider’s most recent annual report and most recent annual independent audit 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.

## **32. DEBARMENT AND SUSPENSION**

Provider will, upon notification by any federal, state, or local government agency, immediately notify

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

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

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

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

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

### **35. PROPERTY OF HAMPSHIRE 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 Agreement 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 Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder,

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

### **36. INSURANCE**

Provider agrees to procure and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance will 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 0001 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Bodily 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 clients) "Clients" 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 – new form primary; and
8. Drop down feature.

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

E. Workers compensation insurance at the statutory limits required by Ohio Revised Code.

F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and Hamilton County Department of Job & Family Services, and their respective officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be sent to:

Risk Manager, Hamilton County, Room 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, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Failure of HCJFS to demand a 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 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 herein in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.
10. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material omissions in the required coverage or cancellation of the coverage shall constitute a Material Breach of the Contract.
11. If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

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

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the County, HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without

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

#### **38. RESERVED**

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

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

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

#### **40. MARKETING**

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

#### **41. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA")

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

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

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

#### **43. INDEPENDENT LIVING FACILITY OPERATION AND SAFETY**

Provider agrees to comply with the provisions of OAC 2-42-19.1 that relate to the operation, safety and maintenance of independent living facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

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

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

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

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

Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), 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 individual satisfactory Bureau of Motor Vehicle (“BMV”) transcript from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual’s state of residence must be obtained; and
2. thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual’s state of residence; and
3. a current and valid driver’s license must be maintained.

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

1. the individual has a condition which could affect safe operation of a motor vehicle;
2. the individual has six 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 Chapter 5101 as follows:

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

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

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

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

**45. LOBBYING**

During the life of the 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, or an employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further warrants and represents that Provider shall disclose any lobbying with any non-Federal funds that take 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 the Contract.

**46. DRUG-FREE WORKPLACE**

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

**47. FAITH BASED ORGANIZATIONS**

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

Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.

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

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

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

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

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

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

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

#### **51. RESERVED**

#### **52. MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

In accordance with ORC 2909.32(A)(2)(b), Provider completed the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, attached hereto and incorporated herein as Attachment G to Exhibit VII, Provider's Proposal. Any material assistance to a terrorist organization or

organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is considered a Material Breach of this Contract and a felony of the fifth degree.

Provider further agrees it will complete a Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization 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.

### **53. 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 VII, 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.

### **54. ASSIGNMENT AND SUBCONTRACTING**

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

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all Services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Provider must notify HCJFS within one (1)

business day when Provider knows or should have known the subcontractor is out of compliance or unable to meet Contract requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's Contract with Provider is terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

#### **55. GOVERNING LAW**

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

#### **56. LEGAL ACTION**

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

#### **57. INTEGRATION AND MODIFICATION**

This instrument embodies the entire Contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

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

#### **58. SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid



and enforced to the fullest extent permitted by law.

## **59. AMENDMENT**

This writing constitutes the entire Contract between Provider and HCJFS with respect to the Services. This Contract may be amended only in writing. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments.

The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Provider and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

## **60. WAIVER**

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

## **61. NO ADDITIONAL WAIVER IMPLIED**

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

## **62. CONTRACT CLOSEOUT**

At the request of HCJFS, a Contract Closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the Contract Closeout is to verify that there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with Contract requirements.

## **63. HCJFS CONTACT INFORMATION**

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
	946-	Contract Services	Contract changes, Contract language

	946-	Contract Services	Contract budget, audits
		Fiscal	Billing and payment
	946-	Children's Services	Scope of service, client authorization, service eligibility
Stacy Woosley	946-2079	Utilization Management	appeals

#### 64. COORDINATION WITH PRIOR CONTRACT

Upon the authorization and execution of this Contract by the Board of County Commissioners, Hamilton County, Ohio, all Independent Living Services being performed under the Purchase of Service Contract #\_\_\_\_\_, as amended and renewed (the "Prior Contract"), shall terminate effective midnight on the date prior to the new Contract effective date.

**SAMPLE**

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 \_\_\_\_, 2008.

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: \_\_\_\_\_

Mayor  
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**

### **Independent Living**

Independent Living Programs provide service to youths sixteen years of age and older to prepare them for the transition from agency custody to self-sufficiency.

1. Service Description: Independent living placements serve youths sixteen (16) years or older whom are given the opportunity to live in scattered site apartments within the community. They are given an opportunity to learn skills necessary to successfully emancipate from the child welfare system and become productive members of society. Youths in this program are given training, guidance and supervision by trained staff who have expertise in this area. A Unit of Service is defined as 24 hour period of placement services per youth.

This service would also include the possibility of round the clock supervision of the minor in an apartment, if after due assessment, this setting provides the best placement options for an older youth for a span of time. On occasion the need for this amount of supervision may be due to medical needs of the youth or a unique condition of the youth.

2. Population to be served: Youth, ages sixteen (16) or older, who have a history of abuse, neglect, and/or dependency and are working toward independence.
3. Service Specifications: We would expect the provider to train participating individuals, at a minimum, in the following areas:

(1) Daily living skills, including:

- (a) Securing and maintaining a residence (e.g, landlord/tenant rights and responsibilities, basic home maintenance);.
- (b) Home management (e.g., food preparation, nutrition, cleaning, laundry and home safety);.
- (c) Shopping (e.g., purchasing food, household supplies, clothing);.
- (d) Money management (e.g., budgeting, banking, maintaining a savings account, taxes);.
- (e) Utilization of community services and systems (e.g., libraries, accessing assistance programs);.
- (f) Accessing and utilizing transportation (e.g., how to obtain a driver's license and insurance, public transportation);.
- (g) Utilization of leisure time;.
- (h) Personal care, hygiene and safety;.
- (i) Pregnancy prevention and/or parenting skills.

- (j) Time management.
- (2) Enhancement of personal decision making and communication skills.
- (3) Assistance in obtaining a high school diploma or general equivalency diploma (GED), evaluating personal educational goals, and planning preparation for post secondary education and training.
- (4) Planning for job and/or career development.
- (5) Securing and maintaining employment.
- (6) Planning for ongoing and emergency personal health care needs (including education about avoidance of drug and alcohol abuse, risky sexual behavior, and smoking).
- (7) Building a positive self-image and self-esteem.
- (8) Development of positive adult relationships and support systems.
- (9) Additional Specifications to be provided:

- (a) Court-related services (i.e. attendance at court hearings, testimony, submitting reports, and filing charges);

- 4. Transportation: When a youth is in an Out of Home Provider's care, it is the Provider's responsibility to transport youth, at no additional cost, for medical appointments, school (unless otherwise provided by the school district,) therapy appointments, youth and family team meetings, recreational activities, home visits, their employment/jobs 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. Provider will thereafter provide replacement clothing as needed. Clothing purchases must be inventoried as required in the HCJFS Placement Packet - Foster Care Clothing Agreement. Provider is responsible for ensuring each youth has adequate, clean and seasonally appropriate clothing when the youth leaves placement. If an Out of Home Care Provider fails to do so, HCJFS will supply such clothing and deduct the necessary amount from any payments owed to the Out of Home Care Provider.

Category	Independent Living	Independent Living
Discrete Service	Independent Living Diagnostic Assessment Individual/Family Therapy	Diagnostic Assessment Individual/Family Therapy
IV-E Provider Y/N? Facility IDs and Service Descriptions*		
Program Name	Independent Living	Independent Living – Special Needs
Location		
Ages		
Sex		
Admission Criteria	•	•
Exclusion Criteria	•	•
Admissions Process	•	•
Intake Contact Person:		
Intake telephone #:		
IV-E Provider Y/N?		
Ability to accept ER admissions? [4 hour admission]		
Agreed projected # slots:		
Agreed projected ALOS		
Agreed # fixed vacancies a month		
LOC Agreed rate/unit (Oracle Super SubCode)	IL	IL-SN

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

### EXHIBIT III

<b>Provider Responsibilities</b>	<b>Required Action/ Data</b>	<b>Timeframe</b>
<b>Progress Reports</b>	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	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.
<b>Contacts</b>	Direct contact with the foster child and foster family shall be made every two weeks within the foster home. All contacts shall be documented on the SORC form and one contact will be coordinated, documented and be provided in accordance with OAC rule 5101:2-42-65 for all youth in treatment level of care.	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.
<b>Treatment Plans</b>	Submit assessment & treatment plans in accordance with ODMH standards to include diagnosis, strengths, goals, measurable objectives and permanency planning submitted via MCP or as otherwise agreed upon with the contract PCSA.	<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/ self assault</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>▪ arrest</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>
<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 30 days.</p> <ul style="list-style-type: none"> <li>• Hamilton County uses contracted provider for this service. This should be utilized unless otherwise instructed</li> </ul>
<b>Comprehensive</b>	Obtain comprehensive medical	Submit documentation to PCSA within 30 days



<b>Physical Exam</b>	<p>exam within first 30 days of initial placement</p> <p>Obtain annual medical exam within 12 months of the initial exam</p>	following exam
<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 30 days following exam
<b>Lead Exposure Screening</b>	Obtain screening at initial physical exam for all children between up to 72 months	Submit documentation of results to PCSA
<b>Discharge</b>	<ul style="list-style-type: none"> <li>▪ Obtain updated evaluations</li> <li>▪ Provide 60 days of medication or prescription</li> <li>▪ Provide reasonable services and support to protect child and help PCSA with transition</li> <li>▪ Discharge child with adequate, seasonally appropriate clothing</li> <li>▪ Complete SORC discharge summary form</li> <li>▪ Return all items belonging to child unless otherwise instructed by PCSA</li> </ul>	Submit Discharge summary and all associated paperwork within 30 days following discharge

	<ul style="list-style-type: none"> <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 and well being</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 30 days from receipt.
<b>Transportation</b>	<p>Provide the following transportation;</p> <ul style="list-style-type: none"> <li>▪ medical appointments</li> <li>▪ team meetings</li> <li>▪ court appearances</li> <li>▪ school unless provided by district</li> <li>▪ family/ sibling visits</li> <li>▪ recreational and/or enhancement activities for education, social and life skills development</li> </ul>	<p>As scheduled.</p> <p>Older youth may be provided bus cards or tokens as approved by the PCSA.</p> <p>Any adult age 18 and over whom transports a child must have a valid driver's license and insurance. Any driver under the age of 18 needs prior approval from PCSA.</p>
<b>Bed Holds</b>	Contact the PCSA prior to planned leave and immediately upon unplanned leave	PCSA agrees to continue payment for up to 3 days during a child's absence.

		PCSA may approve additional days at its discretion.
<b>Clothing</b>	<p>Maintain appropriate and adequate supplies of clothing during child's placement, including school/uniform attire.</p> <p>Provide appropriate, clean and adequate supply of clothing at discharge</p> <p>Monitor foster parent's compliance</p>	As needed
<b>Out of State or Overnight Travel</b>	Notify and obtain written consent for travel at least 7 days prior to travel.	Obtain written approval 7 days from PCSA prior to planned 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>▪ ODJFS investigation or action that may result in revocation or a temporary license</li> <li>▪ ODJFS investigation or action that results from staff misconduct, abuse or neglect</li> </ul>	Within 45 days or immediately upon notification

	<ul style="list-style-type: none"> <li>▪ Notify agency prior to providing any consent or authorization for non-routine video taping, pictures, media, and non-routine medical treatment.</li> <li>▪ Any foster parent or staff investigation that may immediately impact or jeopardize safety of children</li> </ul>	
<b>Life book</b>	Ensure each child has a life book and/ or provide updates to inform Life book.	Ongoing until 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.

## **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 Organization**, ("Provider"), with its main office located at **Provider Address**, whose telephone number is **Phone Number**, for the purchase of **Add Program Information as Needed** 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 (enter contract end date here) 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 (enter contract 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). 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 (enter maximum contract 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. When variations occur between any Exhibits and their associated attachments, the exhibits 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 BCDJFS 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 annually thereafter. Record checks shall not be dated more than six (6) months prior to the date an employee, intern, volunteer, mentor or subcontractor is hired to be considered current.

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. OHIO SENATE BILL 9**

Provider shall complete form HLS0038 2/06, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization and submit same to BCCS/BCDJFS prior to the effective date of this contract. Provider shall notify BCCS/BCDJFS in advance of the sale, merger or purchase of Provider by another entity. The new Provider will be required to complete HLS0038 2/06 pursuant to this or any subsequent contract with BCCS/BCDJFS.

#### **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**

\_\_\_\_\_  
Name, Title  
**Provider Name**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Centers, Director  
**Butler County Children Services**

\_\_\_\_\_  
Date

**BUTLER COUNTY BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Charles R. Furmon , President

\_\_\_\_\_  
Donald L. Dixon, Vice President

\_\_\_\_\_  
Cindy Carpenter, 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  
**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	_____	<u>\$0.00</u>

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	_____	<u>\$0.00</u>

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: \_\_\_\_\_

SACWIS ID #: \_\_\_\_\_ Child Person ID#: \_\_\_\_\_

Admission Date: \_\_\_\_\_

Per Diem Amount Individual  
Child Care Agreement (ICCA): \_\_\_\_\_

Maintenance: \_\_\_\_\_ Adminisitrative: \_\_\_\_\_

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 UM Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
BCCS Executive Director

\_\_\_\_\_  
Date

Please forward after signature to:  
Rachel Melampy  
Butler County Children Services  
300 N. Fair Ave., Hamilton, OH 45011  
Fax #: 513-887-4260





**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 a BCCS supervisor within 24 hours to obtain authorization for BCCS payment, to hold a bed. It is understood that BCCS will not reimburse the Provider for more than **THREE DAYS** to hold a bed. 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**

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 **Network Family Biography Form (Attachment C)** and / or current license must accompany the Respite or Alternative Care request.

**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**

The Provider will pay the first \$50.00 per child per calendar year of all school fees incurred by a BCCS child placed with the Provider. All other school fees and 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 with the monthly progress report.

### **B) INCIDENT REPORTS**

Provider shall notify BCCS immediately by phone and follow with a FAX within 24 hours of all major or unusual incidents or any of the safety conditions outlined in Section 3 A 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.

### **12. SAVINGS ACCOUNTS**

Provider shall consult with BCCS financial administrator when Provider determines that a savings account needs to be established for a BCCS child. BCCS approval is required prior to establishing such accounts.

### **13. 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 youths 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.

### **14. 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.

**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.

<b>Standard</b>	<b>Measure</b>	<b>Benchmark</b>	<b>Data Reporting Requirement</b>	<b>Performance Payment</b>
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	<b>90% Success</b>	Monthly Report	N/A
	Links to Community Supports and services	<b>90% Success</b>	Monthly Report	N/A

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: \_\_\_\_\_

**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: \_\_\_\_\_  
Printed name of applicant #1/foster or adoptive parent #1: \_\_\_\_\_  
Address (**City and zip code**): \_\_\_\_\_ Phone #: \_\_\_\_\_  
DOB: \_\_\_\_\_ Hispanic/Non-Hispanic  
Social Security Number/Lic. or SACWIS Provider ID#: \_\_\_\_\_ Race: \_\_\_\_\_

Date: \_\_\_\_\_  
Printed name of applicant #2/foster or adoptive parent #2: \_\_\_\_\_  
Address: (**City and zip code**): \_\_\_\_\_ Phone #: \_\_\_\_\_  
DOB: \_\_\_\_\_ Hispanic/Non-Hispanic  
Social Security Number/Lic. or SACWIS Provider ID#: \_\_\_\_\_ Race: \_\_\_\_\_

Date: \_\_\_\_\_  
Printed name of applicant/other household member: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address (**City and zip code**): \_\_\_\_\_ Phone #: \_\_\_\_\_  
DOB: \_\_\_\_\_ Hispanic/Non-Hispanic  
Social Security Number: \_\_\_\_\_ Race: \_\_\_\_\_

Date: \_\_\_\_\_  
Printed name of applicant/other household member : \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address (**City and zip code**): \_\_\_\_\_ Phone #: \_\_\_\_\_  
DOB: \_\_\_\_\_ Hispanic/Non-Hispanic  
Social Security Number: \_\_\_\_\_ Race: \_\_\_\_\_

I hereby grant any children's agency permission to complete the following criminal record checks regarding my foster care license:

- ☐ 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 applicant #1/foster or adoptive parent #1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of applicant #2/foster or adoptive parent #2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of other Adult Household Member: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of other Adult Household Member: \_\_\_\_\_ Date: \_\_\_\_\_

# 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 on \_\_\_\_\_ 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:

Provider 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

\_\_\_\_\_  
Signing authority  
**Provider**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Centers, Director  
**Butler County Children Services**

\_\_\_\_\_  
Date

BUTLER COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Gregory V. Jolivette, President

\_\_\_\_\_  
Charles R. Furmon, Vice President

\_\_\_\_\_  
Donald L. Dixon, Commissioner

**Approved As To Form Only:**

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

\_\_\_\_\_  
**Date**

# HCJFS 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.

[illegible]

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						
<b>TOTAL MISCELLANEOUS COSTS</b>						

8

### Instructions:

Column 1: List miscellaneous costs separately.

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

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

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

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

## PAGE 8 – SECTION J - PROFIT MARGIN

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
<b>J. PROFIT MARGIN</b> (For profit entities only- indicate the amount)						

8

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

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

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

8

## PAGE 9 – REVENUE BY PROGRAM SERVICES

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed

separately (e.g. HCJFS, Butler County, etc.). “Fees From Clients” should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

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

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

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

9

Instructions:

Column 1: List funding sources.

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

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

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

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

**EXHIBIT II****HCJFS 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
---------------	------	------	------	------	------	------

**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, 2010 TO December 31, 2010**

**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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)

TOTAL EXPENSE
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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# 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>





**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

Ohio Department of Public Safety  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME	FIRST NAME	MIDDLE INITIAL	
HOME ADDRESS			
CITY	STATE	ZIP	COUNTY
HOME PHONE		WORK PHONE	

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

### DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

☐ YES ☐ NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## REGISTRATION FORM

**RFP: SC0610-R, Independent Living Services, January, 2011**

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 **March 11, 2011**.

<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.**

## Independent Living Service Grid

<b>Category</b>	<b>Independent Living</b>	<b>Independent Living</b>
<b>Discrete Service</b>	Independent Living Diagnostic Assessment Individual/Family Therapy	Diagnostic Assessment Individual/Family Therapy
<b>Program Name</b>	<b>Independent Living</b>	<b>Independent Living – Special Needs</b>
<b>Location</b>		
<b>Ages</b>		
<b>Gender</b>		
<b>Admission Criteria</b>		
<b>Exclusion Criteria</b>		
<b>Admissions Process</b>		
<b>Intake Contact Person</b>		
<b>Intake telephone #</b>		
<b>Clinical Director Contact</b>		
<b>Clinical Director Telephone #</b>		
<b>After Hours telephone #</b>		
<b>Ability to accept ER admissions? [4 hour admission]</b>		
<b>Estimated projected # slots</b>		
<b>Projected ALOS</b>		
<b>Estimated # fixed vacancies a month</b>		
<b>Staffing Ratios</b>		
<b>Agreed rate/unit</b>	<b>IL</b>	<b>IL-SN</b>