



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 budget 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.

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 number is (____) _____ - _____, for the purchase of Independent Living Services (the "Contract").

WHEREAS, HCJFS determined that it was in the best interest 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 by HCJFS (the “youth” or “Consumer”) as more particularly described in Exhibit I, (individually the “Service”, collectively the “Services”). The parties agree that a billable unit of service is defined in Exhibit I – Scope of Work (the “Unit of Service”). The following exhibits are deemed 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 illness, trip, 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. Invoice 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 to furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.
3. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of 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 cooperate 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 effects 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, 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 of the State 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 one (1) calendar year from the beginning date of this Contract, Provider and HCJFS will not solicit each other's employees for employment. The term "Provider" includes any agent or representative of the Provider.

25. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture between Provider and HCJFS 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
 - B. Participants 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 withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

35. PROPERTY OF HAMILTON COUNTY

The Deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to HCJFS, then Provider agrees to and by executing this 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 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 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. Products liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal and advertising 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, 3rd 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, 3rd 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 here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
9. Provider's insurance coverage shall be primary insurance with respect to the County, HCJFS, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be in 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 Accessibility 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 5122-42-19.1 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 that 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 initial satisfactory Bureau of Motor Vehicle (“BMV”) transcript from the State of Ohio (or the state the provider conducts it 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 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 Section 5101 as follows:

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

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

D. Verification of Job or Volunteer Application

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

45. LOBBYING

During the life of 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, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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 end of the Contract, 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: _____

Member
Hamilton County Department of Job & Family Services

Approved as to _____

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.*