

REQUEST FOR PROPOSALS FOR RESIDENTIAL TREATMENT SERVICES

SC01-21R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

FEBRUARY, 2021

RFP Conference: February 19, 2021, 11:00 a.m. – 1:00 p.m. EST

Location: This conference is being held virtually – the call-in number is:

1 (614) 721-2972

Conference ID: 392 515 30#

Deadline for Proposal Registration: February 26, 2021 no later than noon EST

Due Date for Proposal Submission: On or Before March 19, 2021, no later than 11:00 a.m.

TABLE OF CONTENTS

1.0	REQUIREMENTS & SPECIFICATIONS.....	4
1.1	Introduction & Purpose of the Request for Proposal.....	4
1.2	Scope of Service.....	5
1.2.1	Population.....	6
1.2.2	Service Components.....	7
1.3	Employee Qualifications	21
2.0	PROVIDER PROPOSAL	27
2.1	Cover Sheet	28
2.2	Reserved.....	28
2.3	Budgets and Cost Considerations	28
2.4	Customer References.....	31
2.5	Personnel Qualifications.....	31
2.6	Financial Documentation.....	32
2.7	Declaration of Property Tax Delinquency.....	32
2.8	Proposal Documents.....	33
3.0	PROPOSAL GUIDELINES	36
3.1	Program Schedule.....	36
3.2	RFP Contact Person	36
3.3	Registration for the RFP Process	37
3.4	RFP Conference.....	37
3.5	Prohibited Contacts.....	38
3.6	Provider Disclosures.....	39
3.7	Provider Examination of the RFP	39
3.8	Addenda to RFP.....	40
3.9	Availability of Funds.....	40

4.0 SUBMISSION OF PROPOSAL.....	41
4.1 Preparation of Proposal	41
4.2 Cost of Developing Proposal.....	41
4.3 False or Misleading Statements	41
4.4 Delivery of Proposals	41
4.5 Acceptance & Rejection of Proposals	42
4.6 Evaluation & Award of Contract.....	42
4.7 Proposal Selection	46
4.8 Post-Proposal Meeting.....	46
4.9 Public Records	46
4.10 Provider Certification	47
4.11 Public Record Requests Regarding This RFP	48

Attachment A	Cover Sheet
Attachment A-1	Program Component Checklist
Attachment B	Contract Sample
Attachment C	Budget and Instructions
Attachment C-1	Sample Budget
Attachment D	Provider Certification
Attachment E	Declaration of Property Tax Delinquency
Attachment F	Release of Personnel Records & Criminal Records Checks
Attachment G	RFP Registration Form
Attachment H	Levels of Care
Attachment I	Residential Treatment Service Grid
Attachment J	SORC Performance Outcomes Measures

REQUEST FOR PROPOSAL (RFP) RESIDENTIAL TREATMENT SERVICES

MISSION STATEMENT

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

1.0 REQUIREMENTS AND SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

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

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

Provider agrees that if selected by HCJFS under this RFP or any re-released RFP and if requested by HCJFS, that it will enter into an extension of the Contract for up to 180 days following the expiration of the term then in effect under the current terms, conditions and prices applicable at that point in time. This will allow HCJFS to make a seamless transition to any new Provider and mitigate negative impact for customers.

1.2 Scope of Service

Hamilton County is engaged in a participatory planning effort to improve local capacity within a continuum of residential treatment 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 youth and their families, 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.

We are seeking organizations to provide Residential Treatment services for the child welfare population of Hamilton County who meet Level of Care (LOC) criteria, Attachment H, for a continuum of these settings.

In addition, Hamilton County is seeking service Providers who are able to increase stability and functional capacity for youth, achieve academic gains, engage families in treatment and reduce the length of time a youth spends in care and enhance reunification and permanency options for youth. Service elements may include a range of supportive services such as crisis stabilization, staff secure, locked facility, accredited education, pharmacological and transitional services. Services are tailored to the individual needs of the child and family. Therapeutic services will encompass evidenced-based, trauma-focused practices with an emphasis on youth and families who have experienced trauma. Education, physical, emotional and social health are promoted and incorporated into all aspects of treatment and support planning. Providers will have the ability to provide ancillary services to preserve or maintain successful placement stability including, but not limited to, individual aid and transitional services.

Residential services are targeted to latency age youth and adolescents who have intensive behavioral, emotional and learning challenges. Youth are in crisis and cannot be maintained safely in a community or family-setting. The goal is to stabilize the youth while providing necessary services and supports so the youth may return to his community and family.

Youth will be discharged with improved ability to function in school, community and family settings. In a small number of cases, youth will transition into independent living settings or adult services through mental health or DD organizations. Provider will work cooperatively with treatment teams to achieve goals identified for discharge.

HCJFS' goal is to work with Providers who are able to meet the entire continuum of services.

1.2.1 Population

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease or remain the same. The number of youth who require residential treatment placements vary from month-to-month.

In 2020, there was an average of 100-135 youth placed in residential care at any point and time. Of this population, youth ranged in age between 6-20 years. Youth between the ages of 12-17 years represent the largest percentage of the residential population

Numbers by type of placement:

- A. An average of 40 youth per month were served in crisis stabilization settings;
- B. An average of 40 youth per month were served in staff secure/open residential treatment settings; and
- C. An average of 95 youth per month were served in locked residential treatment settings.

In all cases, these youth have a history of trauma, neglect, abuse and dependency or juvenile justice involvement. These youth require out-of-home-care placements and have a range of custody statuses to include parental custody, Emergency Orders (EO), Temporary Custody (TC), Planned Permanent Living Arrangements (PPLA), and Permanent Commitments (PC). The primary outcomes for these youth are safety, permanency and well-being. All service Providers must incorporate these outcomes into their treatment plans and program curriculums.

All of the youth suffer from some form of trauma in addition to emotional, psychological, behavioral and learning challenges. Some national estimates indicate approximately 90% of youth in placement have an identifiable mental health or behavioral health issue.

These youth are at greater risk of being placed out of county because local, community-based services have not been able to effectively engage families and address specific treatment needs. Therefore, these youth are at a greater short-term risk for negative effects from trauma exposure, including unstable placements, increased lengths of stay, poor overall educational, social, health and financial outcomes.

Programs incorporating evidence-based, trauma-informed treatment models are needed. Programs must demonstrate their ability to actively engage youth and family in all aspects of decision-making and planning.

Provider will employ and retain professionals who are trained and competent to respond to youth who have high exposure to trauma. Provider must value and instill the importance and urgency for legal permanence for youth in care that includes reunification, guardianship and adoption.

It is expected Providers will have the ability to provide services at the level of care purchased. Residential facilities should utilize community partnerships and resources to support program delivery.

1.2.2 Service Components

Services will be individualized and capitalize on the strengths of the youth and family. The following service components shall be available to youth residing in residential treatment:

1. Substitute Care - Provider shall make placement based on the facility's ability to meet the needs of the youth and the level of care as identified by the PCSA.

2. Referral Response Time - Respond within 1 business day to communicate the referral has been received and is being reviewed for acceptance, denied for services or more information is needed.
3. Housing and Supervision – Shared housing within a community setting in accordance with OAC and local requirements:
 - A. No more than four youth per bedroom. Preference is no more than 2 youth per room. All youth who share a bedroom must be within 2 years of age of each other with consideration of vulnerability and self-protection skills. Exceptions must be approved.
 - B. Each youth shall be provided with a bed of his/her own, appropriate bedding and a dresser or chest of drawers for clothes and personal items.
 - C. 24-hour awake supervision must be provided. Individual supervision shall occur in accordance with OAC as such that childcare staff shall provide supervision within sight or sound of the child pursuant to the level of supervision specified in the child's service plan.
 - D. Must include a ratio of not more than five (5) youth to one (1) staff during peak hours. Peak hours shall be defined as 3:00 p.m. to 11:00 p.m. on school days and 8:00 a.m. to 11:00 p.m. on non-school days; Provider will have an identified supervisor on site or on-call at all times. Staffing levels should support ability for all youth to participate to the fullest extent in planned visitation, services, social, medical, court, school and recreational activities.
4. Housing/Structural Conditions – structures associated with all residential living arrangements are to be maintained in a safe state of repair and in accordance with all ODJFS, ODMH, DD requirements or equivalent state of residence requirements. Maintain staff secure, locked and self-contained housing settings which adhere to ODJFS state regulated requirements. Immediate notification is required if the facility becomes inhabitable.

Residential facilities should encompass a home-like environment with comfortable furnishings, window coverings, individualized youth décor (wall decorations, art, bedding and study areas).

5. Basic needs - Provider shall meet all basic needs for safety, food, clothing, shelter, emotional, and developmental needs, and supports the gender/sexual identity the youth most identifies. Meals are provided in accordance to a child's developmental, growth and health needs, and meets federal nutrition guidelines. Healthy snacks are to be available for youth in-between regularly scheduled mealtimes. Clothing is seasonally appropriate, laundered regularly, in good condition and replaced as necessary to accommodate wear, growth, weight, and age. Provider shall purchase required school and work materials and uniforms. Age and developmentally appropriate personal care items are provided at no cost to the child. This includes such items as hygiene, body soap, shampoo, clean towels, hair care products, shaving items, lotions, deodorant, etc. Gender and sexual identification need is met by supporting, addressing or referencing a youth by the gender or sexual identity they most identify without regard to staff's personal beliefs.
6. Independent Living Skill Development - All children will have appropriate support and guidance to be productive and successful adults. Incorporate and include independent living skills training into youth's treatment and daily living. For youth 14 years and older, utilize the independent living skills assessment and planning in accordance with OAC. 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:
 - A. Personal care- hygiene, appearance, etc.;
 - B. Household management- food/nutrition, clothing care, household chores, etc.;
 - C. Budgeting-money management, housing, transportation;
 - D. Employment skills- job, careers and work habits;
 - E. Community Resources- knowledge and access;

- F. Safety and personal relationships- including development of positive psychosocial skills- relationship building, parenting, sexuality, self-image, communication, response to authority and conflict resolution;
 - G. Health - ensuring health and medical issues are addressed, establishing a primary care physician; and
 - H. Education skills – basic education, high school graduation, vocational training, college tours, preparation for higher learning opportunities whenever possible, and preparation for state OGT testing (when appropriate seek support services in the community to assist in this area). Assist in completing FAFSA, ETV and other applications for financial assistance when necessary.
7. Transportation – To be offered at no additional cost for medical and behavioral health appointments, court, school (unless otherwise provided by the school district), youth employment, therapy appointments, youth and family team meetings, recreational activities, home visits and family visitations (supervised visits, sibling visits, etc.), independent living skills training, adoption readiness groups, educational or mentoring programs, and other services associated with case plan goal attainment.

Any person transporting a child shall have a current, valid driver's license with less than 6 points from violations, provide safety restraints according to Ohio, safe vehicle, and have current insurance (as further detailed within the sample contract, Attachment B to this RFP).

8. Education Services – Educational services shall include advocacy, monitoring, tutoring, record-keeping, enrollment, transitional planning support, collaboration and cooperation with efforts to promote school stability and success. Additionally, Provider will ensure school attendance, and provide ongoing communication and information related to child's progress and needs to the HCJFS caseworker.

Provider shall work cooperatively with the caseworker to ensure that youth receives necessary educational supports and services. Providers will routinely participate in meetings to assess youth's progress with and develop IEP's and educational planning for the child.

Provider shall actively engage the youth in pursuit of academic and learning interests, college and other vocational planning beyond high school.

9. Computers and Internet Access - Shall be available for youth to use for education, social access and employment needs on site. All internet use should be monitored appropriately by staff.
10. Visitation and Communication – Support flexible visitation and permanency plans that are tailored to the youth and family, in the least restrictive setting and are the most likely to enhance permanency outcomes. Provider will not restrict visitation for reasons of punishment to the youth.
11. Licensure – Residential Treatment Providers must maintain appropriate licensure in good standing from Ohio Department of Job & Family Services (ODJFS), Ohio Department of Mental Health (ODMH), Ohio Department of Medicaid (ODM), or Ohio Department of Developmental Disabilities (ODODD) at all times, or equivalent licensure in state of residence. Provider must notify the county immediately, within 24, hours of all changes in licensing or certification.
12. Staff Training and Development– All staff will receive formal training related to trauma that will result in the Provider’s ability to better manage youth leading to better outcomes, including placement stability, functional stability and decreased disruptions within 1 year of hire. All staff will receive formal training related to the goals, laws and roles of the child welfare system within 6 months of hire. Additionally, staff are to be educated on the importance of meeting the needs of LGBTQ youth and to address youth as the gender or sexual identity they most identify with and without regard to personal beliefs, bias, etc.

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 to staff or other stakeholders. 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.

13. Case Management - activities performed for the purpose of providing, recording and supervising services to youth and their parents, guardians, custodians, caretakers, or substitute caregivers. Case management is responsible for:
 - A. Coordinating interdisciplinary care services (i.e. clinical treatment, behavior management, education, health, nutrition, medication management, mental health, recovery, social and recreational services, life skills etc.);
 - B. Developing, in collaboration with the youth and treatment teams, plans of care to meet each youth's needs and are most likely to reduce the time a youth spends in care and increase the likelihood of permanency; adjusting plans accordingly. Treatment team meetings must be held quarterly by the provider to assess and adjust plans of care. Caseworker, GAL, youth, family and other identified supports will participate as appropriate;
 - C. Development of well defined, attainable, individual treatment goals that emphasize safety, permanency and well-being and are aligned with the youth's case plan goals;
 - D. Identifying expected outcomes and guiding the youth and family towards these outcomes;
 - E. Coordinating, monitoring and evaluating services required to meet youth's needs; and
 - F. CPST will be utilized to support youth's acclimation and return to his/her community.
 - G. Complete HCJFS paperwork as requested.
14. Legal – Provider will participate in court appearances and testimony, and provide reports to the court. Provider will attend court review hearings, semi-annual reviews (SAR) and youth should attend court hearings as permitted by their age, maturity, willingness and schedule.
15. Monthly Progress Reports – Monthly progress reports will include well documented contact with youth, family, Provider and other professionals involved with the youth.

Overall assessment of youth's progress, interventions utilized, youth's ongoing adjustment to placement, safety and well-being, recreational and social activities, family or sibling visits, and efforts and activities geared toward permanency and discharge planning. Provider will record and submit this information on the Southwest Ohio Regional Collaborative (SORC) form.

16. Recreational and Social Activities – Youth are actively encouraged and engaged routinely in age appropriate play, social and recreational activities designed to enhance self-esteem, physical health, mental health and social wellness. Activities are age appropriate and consider the interests, strengths, talents and needs of the youth.

In addition, the residential facility must provide an array of regularly structured, scheduled, supervised recreation and social activity for the youth. Schedule of activities during the school year and the summer shall be posted and made available to HCJFS at placement.

17. Crisis Stabilization and Support Planning– Access to an array of supports and services designed to reduce acute symptoms or behaviors and to reduce the incidence of service disruption or hospitalization and increase the likelihood of positive treatment outcomes. These may include service continuums housed within the program or time limited individual aid services. Care, supervision, and discipline are provided excluding prohibited mechanical, prone and chemical restraint. This is applicable to all providers regardless of geographic location and licensure.

Crisis plans will be developed within 14 days of placement and include the youth and the youth's treatment team. Plans are a well-documented, individual crisis plan for each youth, and is shared and explained to the youth and all staff charged with caring for the youth. Plans will be established to respond to the needs of the youth and reduce the incidence of hospitalizations, arrests, AWOLs or aggressive behaviors and will promote a positive outcome for the youth. Plans may not rely exclusively on police or hospital interventions. The custodial agency and all team members must approve the established plan.

18. Counseling and Medical Somatic Services – On-site, individual, group and family therapy through Master level or Doctorate level qualified clinician. Psychiatric medication services through licensed physician/psychiatrist. Provision of demonstrated, evidence-based practices such as Trauma-Focused Cognitive Behavioral Therapy. Medical administration and monitoring shall be in compliance with the requirements of ODJFS, ODMH, ODM, including, but not limited to: administration by adults, record-keeping, etc. Children and families are provided consistency and continuity in therapeutic relationships whenever desired and feasible.
19. Limited English Proficiency – Interpreter services available for youth or family with Limited English Proficiency.
20. Criminal Background Checks - All Provider's employees, including volunteers, must submit to a BCII/ FBI check and be cleared for all offenses as described in OAC 5151:2-5-09. Provider warrants and represents it will comply with ORC 2151.86, and will complete criminal record checks on all individuals assigned to work with, volunteer with or transport youth.

Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), Federal Bureau of Investigation (FBI) and obtain a criminal record transcript from the local Police Department or the appropriate County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services. Provider shall not assign any individual to work with or transport a youth until a BCII/ FBI report and a criminal records transcript has been obtained.

A BCII/FBI report must be dated within six (6) months of the date an employee or volunteer is hired. An annual record transcript will be obtained from the local Police Department or appropriate County Sheriff's Office. In addition, all employees, volunteers and interns who provide direct care to children, must obtain a criminal check report from BCII/FBI every two (2) years.

21. Quality Improvement (QI) Outcomes - Outcomes are utilized to inform agencies of quality improvement initiatives and service effectiveness. Annual reports are to be made available to HCJFS and include outcomes related to:
 - A. Clinical services and effectiveness of treatment;
 - B. Academic stability and success;
 - C. Stability of placement;
 - D. Discharge data;
 - E. Incidence of abuse/neglect;
 - F. Incidents of AWOL's and arrests;
 - G. Youth and family satisfaction; and
 - H. Staff development training including evidence-based practices.
22. Health Care- all youth are to be provided with timely, routine and specialized medical and dental care in accordance with Ohio Administrative Code;
23. Discharge and Transition Planning and Activities- Discharge and transition planning will be initiated at a youth's intake in collaboration with youth, guardian, HCJFS case work staff and identified unification persons, and is to be monitored every 30 days thereafter. Provider shall make available reasonable services to protect youth/others and assist agency with the discharge and transition process. Discharge and transition planning will include time frames and recommendations for step down services and accompanying discharge reports and summaries including:

Prior to Discharge and Transition:

- A. Provider shall coordinate a treatment team meeting 60 to 90 days prior to youth's discharge. The meeting will include the youth as appropriate, custodial agency staff, provider staff, foster parent, CASA or GAL, parent, relative, adoptive parent and behavioral health or other relevant service providers.
The purpose of the meeting is to develop a comprehensive assessment and plan for a youth's transition;
- B. Provider shall ensure an updated DAF (diagnostic assessment) or psychological report for any child receiving behavioral health services;
- C. Provider shall work cooperatively with the youth's team to coordinate all necessary transitional services such as living arrangements, healthcare, independent living, education, medication, community support, behavioral health, visitation/ pre-placement visits and after care services.
Provider shall extend service provision for healthcare, education, treatment and community support to facilitate continuity of care for the child and family;
- D. Provider shall provide all school records including IEP, ETR, report cards and other relevant school documents. Provider will participate in all aspects of educational planning on behalf of the youth;
- E. Provider shall provide updated health and medical records; and
- F. Provider shall provide employment/vocational plan as appropriate to age and ability of youth.

Post Discharge and Transition:

- A. Provider shall prepare and submit a discharge summary report within 90 days of a youth's discharge;
- B. At the day of discharge, provider shall provide 30 days of medication, with a prescription for 30 days or follow up appointment for medication;
- C. Provider shall update all life book materials and provide to the custodial agency within 30 days of discharge; and

- D. At the day of discharge, Provider shall release all of the youth's personal belongings and ensure the youth transitions with a 14-day supply of clothing that is appropriately sized, seasonally appropriate and in good repair.
24. Child and Family Engagement Activities – including but not limited to:
- A. Child and family's participation and input into all aspects of planning, including placement, treatment, education, healthcare, social, independent living and discharge planning;
 - B. Routine and ongoing communication between Provider, birth family and professional staff as it pertains to daily care, visitation, treatment and permanency planning;
 - C. Family visits within the facility whenever feasible and in the best interest of the child and family; and
 - D. Family participation in child's day-to-day living activities such as school, healthcare and recreation services.
25. Life Books - Provider shall gather and provide all pertinent information critical to updating and informing a youth's Life Book. All items should be provided to HCJFS annually, as requested or in the event of a placement change/discharge. Pertinent data includes all information outlined in OAC 5101:2-7-04; report cards, diplomas, certificates of achievement or merit, and medical information. In addition to these, Provider shall also include information pertaining to a youth's development and other accomplishments (learned to ride a bike, swim), likes and dislikes (favorite) food, activity, sports, hobbies, what the youth finds funny, positive descriptions of the youth, family activities, friends, photos and anecdotes or stories about the youth.
26. Emancipation and Permanency Planning - Provider shall work cooperatively with the youth, family and HCJFS to facilitate and to promote positive permanency outcomes for youth that include reunification, guardianship or adoption. Emancipation plans with youth promote positive, long term connections and relationships that can exist for the youth once they exit care.

Provider must answer, in narrative format, demonstrating how you will meet the following expectations, or have unique experiences demonstrating capacity to perform service.

A. Clinical Program Components

1. Describe your ability to treat youth with the following:
 - A. Histories of trauma who have experienced emotional, sexual or physical abuse, death of caregivers and/or chronic exposure to violence;
 - B. Youth with complex treatment needs and co-existing conditions such as mental illness, developmental disabilities, substance abuse, and mental health; and
 - C. Youth with violent behaviors.
2. Describe what interventions will be utilized to support a youth through crisis in a safe manner.
3. Describe the types of restraints or restrictive measures which will be utilized.
4. List which circumstances would warrant restraint or restrictive measures.
5. Describe how your treatment approaches and service interventions will be flexible and individualized ensuring youth will progress to their best ability.
6. Describe how your organization will support, protect and advocate for youths' gender and/or sexual identities.
7. Describe evidenced-based practices you currently provide and how they benefit outcomes for youth.
8. Provide an example how your organization ensures discharge and transition planning result in positive transitions and outcomes for children. Give an example of a discharge plan.
9. Discuss specifically how you will engage families and other supportive adults in treatment and planning.
10. How will your organization ensure a holistic approach to treatment that addresses physical, social, educational and emotional well-being?

EDUCATION COMPONENTS:

1. Describe in detail the educational components of your program, staff, credentials and curriculum.
2. How do you ensure you provide diligent assessment and curriculum for youth related to their educational needs?
3. How will you ensure youth achieve maximum educational instruction tailored to their individual needs?
4. How will you ensure successful transfer of credits, IEP information, successful educational and academic gains upon discharge?

B. Licensure, Administration and Training

1. Identify any actions against your organization through ODJFS, ODMHAS or any other licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, provide outcome of any action that resulted in a revocation.
2. Provide a description of your organization's employee screening and clearance policy.
3. Provide copies of any relevant licenses and certifications.
4. Identify if your organization is a Small Business Enterprise, Minority Business Enterprise or a Women Business Enterprise, and provide certification of such designations. If your organization is not certified as SBE, MBE or WBE, and your organization is Women or Minority owned, please share this information, as HCJFS is tracking our equity and inclusion efforts with businesses who deliver our services to families and individuals we serve.
5. Describe training, supervision, and support provided to staff.
6. Describe how your organization will ensure youth are safe in your residential treatment facility.
7. Is your organization IV-E approved? If not, is your organization willing to become IV-E approved?
8. Describe your organization's policy to report any major unusual incidents and/or allegations of abuse or neglect.

9. Describe your staff-to-youth ratio during peak hours (3:00 p.m. to 11:00 p.m. on school days) and non-peak hours (8:00 a.m. to 11:00 p.m. on non-school days).
10. Describe how your organization will respond to timely referrals.
11. Describe how Provider will ensure residential living arrangement structures are maintained in a safe state of repair and in accordance with ODJFS requirements.
12. Submit recent photographs of your facility that include inside and outside common areas, bedrooms, restroom facilities, classroom areas, recreation equipment, time-out areas, quiet rooms, vehicles, etc.

C. Child Welfare/Program Outcome Components

1. Detail how your organization will ensure youth continue to remain connected to family, school and community while residing in a residential setting.
2. Describe how your organization will support and ensure visitation occurs according to the youth and families' needs, and is flexible and in the least restrictive setting, to be provided on-site or in the community. How will you ensure children have optimal opportunities to participate in visitation with family and other significant persons? Include your visitation policy.
3. How will your organization work with HCJFS to provide services and supports that will lead to reduced length of time in care and results in reunification with family, kin, guardianship, adoption, or other permanent connections for youth?
4. Describe how your organization will ensure families, dedicated adults and youth are involved and incorporated into all aspects of treatment planning, ongoing treatment and discharge planning.
5. Describe how your organization will use community resources and supports as a part of treatment planning and in support of the continuity of care with existing services or services that can continue post discharge.
6. Provide the following information for the last 12 months of service delivery:
 - A. average length of stay;
 - B. average age of youth at admission and discharge;

- C. number of youth served and where youth were discharged (family, foster, group, adoption, emancipation, disruption to higher level of care or lateral);
 - D. number of youth who were discharged to prison or DYS settings;
 - E. number of disruptions and reason for disruption;
 - F. recidivism statistics;
 - G. number of critical incidents with breakdown of type of incident such as elopement, or seclusion and restraint, arrest and hospitalizations; and
 - H. numbers of youth served annually and what percent were promoted to the next grade level, number who graduated, number who obtained GED, number who were not promoted and/or who did not graduate, but were eligible to do so during the course of their admission.
7. Describe how your organization will assess and prepare youth age 16 and older for independent living and emancipation planning. How will you incorporate IL needs into treatment planning for youth?
 8. Describe how your organization will ensure all youth receive timely routine and specialized medical and dental care in accordance with OAC.
 9. Describe your service continuum or capacity to support and serve children post discharge.
 10. Describe how your organization will ensure children are transported to court visits, medical appointments and all other activities that may occur outside your facility.

1.3 Employee Qualifications

1. Education and training: Staff will have qualifications to conduct behavioral health assessments for services and understand child safety based on HCJFS' safety model. Staff will have appropriate credentials to perform their specific roles within the program. Staff must have a minimum of two years' experience with working with families in a similar service.

2. Work history: All employees who are assigned to this project to work with HCJFS's customers shall have information on job applications verified. Verification shall include references and work history information.
3. Staff hiring: HCJFS requires that Provider's staff be reflective of the community we (HCJFS and Provider) serve, including but not limited to, racially, culturally and ethnically. Provider must demonstrate staffing and hiring practices that reflect equity and inclusion.
4. Criminal Record Check: Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport customers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or your local Police and Sheriff's Departments) and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.

SCREENING AND SELECTION

A. Criminal Record Checks and Fingerprint-Based Checks

Provider warrants and represents it will comply with ORC 2151.86 and will complete all required criminal record checks with respect to any person under final consideration for appointment or employment as a person responsible for delivering service to HCJFS customers. Provider shall perform all criminal records check consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and every year thereafter. In addition to a request to the Bureau of Criminal Identification and Investigation ("BCII"), Provider shall also 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 assigned to work with Customers.

When a request is made to the BCII at the time of initial application for appointment or employment, it shall include a request that the BCII obtain information from the federal bureau of investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check. In all other cases, when a request is made to the BCII at the time of initial application for appointment or employment, it may include a request that the BCII obtain information from the federal bureau of investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check.

Provider shall provide all persons who are subject to a criminal record check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal records check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

Provider shall obtain a signed a release of information on the form attached hereto and incorporated herein as Exhibit -. Provider shall allow inspection and audit of the above criminal records transcripts, fingerprint-based checks, or reports by Agency or a private vendor hired by Agency to conduct compliance reviews on its behalf.

B. Requirements for the Transportation of Customers

Any individual transporting Customers shall possess the following qualifications:

1. Prior to allowing an individual to transport a Customer, an initial satisfactory Bureau of Motor Vehicle (“BMV”) transcript from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual’s state of residence must be obtained;
2. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual’s state of residence; and
3. Maintenance of a current and valid driver’s license.

Provider must, at all times, comply with Ohio’s Child Passenger Safety Law as set forth in Ohio Revised Code 4511.81 while transporting any Customer.

In this same regard, no Customer that is required to have a seat restraint can be transported by Provider until such requirement is met.

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

1. the individual has a condition which would affect safe operation of a motor vehicle;
 2. the individual has six (6) or more points on his/her driver’s license; or
 3. the individual has been convicted of driving while under the influence of alcohol or drugs.
- C. Provider shall not assign any individual to work with or transport Customers until a BCII report and a criminal records transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.
- D. Except as provided in Section I below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- E. All completed and documented checks shall be maintained in the employee file.

1. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit IX - Release of Personnel Records and Criminal Record Check to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
2. Provider shall not assign any individual to work, volunteer with or transport Customers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.

F. 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 Customers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

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

G. 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.

5. Central Registry Report: Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Customers. Instructions and guidance on how to obtain this clearance can be found at <https://jfs.ohio.gov/ocf/childprotectiveservices.stm>.
6. All completed and documented checks shall be maintained in the employee file.
 - a. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
 - b. Provider shall not assign any individual to work, volunteer with or transport Customers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.
7. Employees who have been convicted: Employees convicted of or plead guilty to any violations contained in ORC 5153.111 (B) (1) may not come into contact with HCJFS' Customers.

2.0 PROVIDER PROPOSAL

Due to the current coronavirus crisis, HCJFS will accept proposals via e-mail for this RFP. Please note the maximum file size for proposals being submitted is 24MB. Proposals should be sent to the RFP Contact Person at: Hamil_ContractServicesProcurement@jfs.ohio.gov

A. Electronic Requirements

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

B. Proposal Organization

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

- Section 2.1 - Cover Sheet
- Section 1.2.2 - Service Components and Business Deliverables
- Section 2.3 –Cost Considerations
- Section 2.4 – Customer References
- Section 2.5 – Personnel Qualifications
- Section 2.6 – Financial Documentation
- Section 2.7 – Declaration of Property Tax Delinquency
- Section 2.8 – Original Proposal Documents

2.1 Cover Sheet

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

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Years 1, 2, 3 and 4. Provider is to make sure to include the request for all rates for the original Contract period (year 1), and the 3 subsequent renewal period options (years 2, 3 and 3).

2.2 Reserved

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately May 1, 2021. Provider must submit a Budget and a calculation of the Case Rate for the initial Contract term that Provider understands will be used to compensate Provider for services provided. In addition, if Provider is requesting an increase in costs for renewal years 1, 2 and 3, they must complete the data sheet in the budget that lists each budget line item with an estimated expense amount and percentage increase from the prior year. Budgets and Case Rates must be submitted in the form provided as Attachment C. Contracts will be written for the initial term of one (1) year with three (3) one-year options for renewal.

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

- B. Provider must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to, but not limited by, the following:
1. Case management;
 2. Transportation; and
 3. Other direct services needed to accurately calculate the case rate, e.g. foster care, respite care, homemaker services.

All revenue sources available to Provider to serve children in Family Preservation Continuum services identified in the Scope of Service shall be listed in the Budget, and utilized, where permissible, to reduce the Case 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 Case Rate for each Contract year must be listed on the Cover Sheet, Attachment A.

- C. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. If Provider is a for profit organization, 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 (detailed list is located in 2 CFR Part 200 Subpart E) include:
1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
 2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;

4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
5. entertainment costs for amusements, social activities and related costs for staff only;
6. costs of alcoholic beverages;
7. goods or services for personal use;
8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
9. gains and losses on disposition or impairment of depreciable or capital assets;
10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
12. losses on other Contracts';
13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
14. costs related to legal and other proceedings;
15. goodwill;
16. asset valuations resulting from business combinations;
17. legislative lobbying costs;
18. cost of organized fund raising;
19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
23. major losses incurred through the lack of available insurance coverage; and
24. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

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

2.4 Customer References

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

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

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

2.5 Personnel Qualifications

Please submit resumes with the below following information for key clinical and business personnel who will be working with the program. These positions are Agency Director, CFO, Clinical Director and Administrators:

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

Provider's program manager must have a minimum of three (3) years' experience as a program manager with a similar program. It is the proposing agency's responsibility to redact all personal information from resumes.

RFPs and all attachments are public documents and are available for general viewing. Please make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

2.6 Financial Documentation

Prior to Contract award, a copy of the most recent independent annual audit report, most recent single audit, if applicable and the most recent Form 990. For a sole proprietor or for-profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year- end balance sheet and income statement.

If no audited statements are available, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status.

Provider's failure to provide these documents may result in rejection of the proposal and subsequently a Contract will not be awarded. **It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.**

2.7 Declaration of Property Tax Delinquency

After award of a Contract, and prior to the time a Contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as a part thereof.

2.8 Proposal Documents

The following items are to be attached to the proposal:

Ownership, Annual Report, and Licensure

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

System and Fiscal Administration Components

- 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 its commitment, the service(s) to be provided and three (3) references.
All subcontractors must be approved by HCJFS and will be held to the same Contract standards and obligations as the Agency/Company.

- 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. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

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

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

Certificates of Insurance

Prior to the effective date of the Contract, Provider shall give the County and HCJFS the certificate(s) of insurance completed by Provider's duly authorized insurance representative, with effective dates of coverage at or prior to the effective date of the Contract, certifying that at least the minimum coverage required is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice.

Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this Contract, as required by ORC 2744.05.

Certificates are to be sent to the HCJFS Contract Specialist, 222 E. Central Parkway Cincinnati, Ohio 45202 and the Hamilton County Risk Manager, Room 707, 138 East Court Street Cincinnati, OH 45202 Fax: 513-946-4720.

- G. Job Descriptions - For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, Case Managers and Case Management Supervisors. (Tailor these to meet the needs of services being purchased).
- 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. QA manual need not be included.
- 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.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	February 8, 2021
RFP Conference	February 19, 2021 11:00 a.m. – 1:00 p.m.
Deadline for Receiving Final RFP Questions	February 26, 2021, noon
Deadline for Issuing Final RFP Answers	March 5, 2021
Deadline for Registering for the RFP Process	February 26, 2021, noon
Deadline for Proposals Received by RFP Contact Person	March 19, 2021 no later than 11:00 a.m.
Oral Presentation/Site Visits – if needed	Week of March 29, 2021
Anticipated Proposal Review Completed	Week of March 29, 2021
Anticipated Start Date	May 1, 2021

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 & Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202
[Hamil ContractServicesProcurement@jfs.ohio.gov](mailto:HamiltonContractServicesProcurement@jfs.ohio.gov)

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS FEBRUARY 26, 2021 NO LATER THAN NOON.

All interested Providers must complete Registration Form (see Attachment F) and e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's e-mail address is

Hamil_ContractServicesProcurement@jfs.ohio.gov

3.4 RFP Conference

The RFP conference will be held virtually on February 19, 2021, 11:00 a.m. – 1:00 p.m. EST. The phone number to watch the conference is 1 (614) 721-2972, Conference ID: 392 515 30#. If you register prior to the conference date, you will be sent the link to be able to watch the video conference on-line. You will not be permitted to speak, but you will be able to type questions that will be addressed at the end of the conference and via addenda.

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being e-mailed are to be sent only to the RFP Contact Person at Hamil_ContractServicesProcurement@jfs.ohio.gov

- A. Prior to the RFP Conference, questions may be e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed 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 26, 2021, noon. The final responses will be faxed or e-mailed no later than March 5, 2021 by the close of business.

- D. Only Providers who register for the RFP Process will receive electronic, unlocked budget, attachments and addenda.
- E. The answers issued in response to such Provider questions become part of the RFP.

3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with the RFP process. If an interested Provider or anyone associated with an interested Provider attempts any unauthorized communication, Provider's proposal is subject to rejection.

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

- A. Public officials; including but not limited to the Hamilton County Commissioners; and
- B. Any HCJFS employees, except for the RFP Contact Person listed in Section 3.2.

Examples of unauthorized communications prior to the award of the contract, except to the RFP Contact Person listed in Section 3.2, including but are not limited to:

- A. Telephone calls;
- B. Letters, emails, social media contacts and faxes regarding the RFP process, anything related to the RFP or the RFP process; and
- C. Visits in person or through a third party attempting to obtain information regarding the RFP, anything related to the RFP or the RFP process.

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after February 26, 2021, noon.

3.6 Provider Disclosures

Provider must disclose any pending or threatened court actions and claims brought by or against the Provider, its parent company or its subsidiaries.

This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause for rejection of the proposal.

3.7 Provider Examination of the RFP

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

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

If Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than February 26, 2021, noon of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to the February 26, 2021, 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 may modify this RFP by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to <http://www.hcjfs.org>

3.9 Availability of Funds

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

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

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

4.0 SUBMISSION OF PROPOSAL

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

4.1 Preparation of Proposal

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

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

Proposals must be e-mailed to the RFP Contact Person, Sandra Carson at Hamil_ContractServicesProcurement@ifs.ohio.gov on or before March 19, 2021 no later than 11:00 a.m. ***Proposals received after this date and time will not be considered.*** A receipt will be issued for all proposals received.

It is absolutely essential that Providers carefully review all elements in their final proposals.

Once received, proposals cannot be altered; however, HCJFS reserves the right to request additional information for clarification purposes only.

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted on or before March 19, 2021 no later than 11:00 a.m. will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected. Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP;
- B. Timely Submission – The proposal is e-mailed to the RFP Contact Person, Sandra Carson, at Hamil_ContractServicesProcurement@jfs.ohio.gov no later than 11:00 a.m. on or before March 19, 2021.

Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected;

- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Completed Budgets, Section 2.3;
- F. Responses to System and Fiscal Administration Components, Section 2.8.

Stage 2. Evaluation Committee Review

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee.

Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS.

Review Committee shall evaluate each Provider's proposal using criteria developed by HCJFS.

Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

Does Not Meet Requirement	A particular RFP requirement was not addressed in the Provider's proposal.
Partially Meets Requirement	Provider's proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below an acceptable level.
Meets Requirement	Provider's proposal fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation.
Exceeds Requirement	Provider's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations.

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review and incorporated into the overall rating for the proposal. Review Committee may request information from sources other than the written proposal to evaluate Provider's programs or clarify Provider's proposal. Other sources of information may include but are not limited to the following:

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

Stage 4 Evaluation Scoring

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

- A. Program Evaluation including responses to Section 1.2.2 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 1.2.2 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 70% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8. Questions are worth 10% of the total evaluation score.

4.7 Proposal Selection

Proposal selection does not guarantee a Contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select Provider(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts.
The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful Provider are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider.

In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

- F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Providers who submitted Qualified Proposals, who wish to obtain clarifying information regarding their non-selection. If a Provider wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Provider and emailed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be emailed to the contact person listed in Section 3.2. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

4.9 Public Records

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

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

1. Be placed in a sealed envelope;

2. Must have the basis for non-disclosure status stamped or written in the upper righthand corner of the page and the envelope; and
3. Be placed in the required order of the response format.

For example: if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret, then the word “Trade Secret” would be watermarked on Page 6.

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

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

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

4.10 Provider Certification Process

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

4.11 Public Record Requests Regarding this RFP

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

ATTACHMENT A

Cover Sheet for Residential Treatment Proposals (includes checklist)

ATTACHMENT A
Cover Sheet for Residential Treatment Proposals
Bid No: RFP #SC01-21R

Name of Provider _____

Provider Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____
(Please Print or type)

Phone Number: _____ (ext) _____ E-Mail Address: _____

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

Person(s) authorized to negotiate with HCJFS:

Name: _____ Title: _____
(Please Print)

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

Name: _____ Title: _____

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

Please complete Rate Grid located on page 2 of this form.

Service/Year	Proposed Unit Rate	IV-E Admin Ceiling	IV-E Maintenance Ceiling	For years 2, 3 and 4 only, please list % increase from previous year
RL 1 (Open/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 1 (Locked/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 2 (Open/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 2 (Locked/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 3 (Open/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
RL 3 (Locked/Staff Secure)/Year 1				
RL 1/Year 2				
RL 1/Year 3				
RL 1/Year 4				
CSAIR (Crisis Stabilization)/ Year 1				
RL 1 Air/Year 2				
RL 1 Air/Year 3				
RL 1 Air Year 4				
Individual Aid/Year 1				
Individual Aid/Year 2				
Individual Aid/Year 3				
Individual Aid/Year 4				
***Other/Year 1				
***Other/Year 2				
***Other/Year 3				
***Other/Year 4				

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

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

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 February 26, 2021?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before March 19, 2021?	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 Rate for the First, Second and Third 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?	2.8	

ATTACHMENT A-1

Program Component Checklist

RFP# SC01-21R - Residential Treatment Services RFP

Program Component Checklist

Please ensure all questions in Section 1.2.2 are answered and page numbers are listed by using checklist below.

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

Service Components	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
Question A				
#1 (A-C)				
#2				
#3				
#4				
#5 (a - h)				
# 6				
#7				
#8				
#9				
#10				
EDUCATION COMPONENTS				
#1				
#2				
#3				
#4				
Question B				
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				
Question C				
#1				
#2				
#3				
#4				
#5				
#6 (A-H)				
#7				
#8				
#9				
#10				

ATTACHMENT B

Contract Sample

Ohio Department of Job and Family Services

AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Hamilton County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency," whose address is:

Hamilton County Department of Job and Family Services
222 E Central PKWY FL 5
Cincinnati, OH 45202

and

, hereinafter "Provider," whose address
is:

Collectively the "Parties."

Table of Contents

ARTICLE I.	SCOPE OF PLACEMENT SERVICES	3
Section 1.01	FOR AGREEMENTS COMPETITIVELY PROCURED	3
Section 1.02	FOR AGREEMENTS NOT COMPETITIVELY PROCURED	3
Section 1.03	EXHIBITS	3
ARTICLE II.	TERM OF AGREEMENT	3
ARTICLE III.	ORDER OF PRECEDENCE	3
ARTICLE IV.	DEFINITIONS GOVERNING THIS AGREEMENT	4
ARTICLE V.	PROVIDER RESPONSIBILITIES	4
ARTICLE VI.	AGENCY RESPONSIBILITIES	6
ARTICLE VII.	INVOICING FOR PLACEMENT SERVICES	7
ARTICLE VIII.	REIMBURSEMENT FOR PLACEMENT SERVICES	7
ARTICLE IX.	TERMINATION; BREACH AND DEFAULT	8
ARTICLE X.	RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY	9
ARTICLE XI.	PROVIDER ASSURANCES AND CERTIFICATIONS	11
ARTICLE XII.	INDEPENDENT CONTRACTOR	12
ARTICLE XIII.	AUDITS AND OTHER FINANCIAL MATTERS	12
ARTICLE XIV.	GRIEVANCE /DISPUTE RESOLUTION PROCESS	12
ARTICLE XV.	AMENDMENTS	13
ARTICLE XVI.	NOTICE	13
ARTICLE XVII.	CONSTRUCTION	13
ARTICLE XVIII.	NO ASSURANCES	13
ARTICLE XIX.	CONFLICT OF INTEREST	13
ARTICLE XX.	INSURANCE	14
ARTICLE XXI.	INDEMNIFICATION & HOLD HARMLESS	15
ARTICLE XXII.	SCREENING AND SELECTION	16
ARTICLE XXIII.	PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT	17
ARTICLE XXIV.	FINDINGS FOR RECOVERY	17
ARTICLE XXV.	PUBLIC RECORDS	17
ARTICLE XXVI.	CHILD SUPPORT ENFORCEMENT	17
ARTICLE XXVII.	DECLARATION OF PROPERTY TAX DELINQUENCY	17
ARTICLE XXVIII.	SUBCONTRACTING AND DELEGATION	17
ARTICLE XXIX.	PROPERTY OF AGENCY	17
ARTICLE XXX.	SEVERABILITY	18
ARTICLE XXXI.	NO ADDITIONAL WAIVER IMPLIED	18
ARTICLE XXXII.	COUNTERPARTS	18
ARTICLE XXXIII.	APPLICABLE LAW AND VENUE	18
ADDENDA TO THIS AGREEMENT		18

RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws of the State of Ohio or in the state where the placement facility or foster home is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions, and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I-Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/27/2020** through **06/30/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended at the option of the Agency and upon written agreement of the Provider. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I – Scope of Work; then
- B. Exhibit II – Request for Proposals (if applicable); then
- C. Exhibit III – Provider's Proposals (if applicable); then
- D. Exhibit IV – Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, addenda and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement 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 Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse\Neglect Hotline or

assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#) [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
 2. Child Alleging Physical or Sexual Abuse/Neglect;
 3. Death of Child;
 4. Illicit drug/alcohol use, Abuse of medication or toxic substance;
 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 7. School Expulsion/Suspension (formal action by school);
 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 9. Victim of assault, neglect, physical or sexual abuse;
 10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
 2. Medication lapses or errors.
- Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline/assigned Caseworker or by other established notification system.
- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been

completed.

- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.

- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$9,999,999.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for

administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.

- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement 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 Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

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

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency 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 Agency to cure such default. Agency 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 Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.

- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
 - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be

as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
 - 1. Ensure the security and confidentiality of data;
 - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
 - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
ATTN: Licensing
P.O. Box 183204
Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic

Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 - 2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 - 3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
 - 4. JFS 02911 Single Cost Report Instructions.
 - 5. For Private Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 - 6. For Public Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 - 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.

2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. AMENDMENTS

This Agreement, Addenda, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to Hamilton County Department of Job and Family Services
 222 E Central PKWY FL 5
 Cincinnati, OH 45202

if to Provider , to

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Addenda, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement 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-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

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

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

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

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, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. 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 the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency 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.
5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. 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 Agreement with the County on behalf of the Agency.
8. 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 the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (COSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, 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 Agreement), 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 Agreement

including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s') employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. 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.

- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2. Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3. 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](#).
- 4. Provider agrees to be financially responsible for any audit findings resulting in financial penalty due to lack of compliance with the criminal records checks requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48](#).

B. Transportation of Child

- 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
- 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of, or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(I\)](#) as follows:
 - a. 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.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
- 2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall 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 in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

Article XXIV. FINDINGS FOR RECOVERY

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

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

Article XXVI. 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 Agreement, 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](#).

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the

State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency 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 this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, 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. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement 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, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider:	
Printed Name	Date
Agency:	
Printed Name	Date
Hamilton County Department of Job and Family Services	

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR THE PROVISION
OF
CHILD PLACEMENT**

ADDENDA TO AGREEMENT

This Addenda sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between

IV-E Agency Name Hamilton County Department of Job and Family Services		
Street/Mailing Address 222 E Central PKWY FL 5		
City Cincinnati	State OH	Zip Code 45202

a Title IV-E Agency, hereinafter "Agency," whose address is

and

hereinafter "Provider," whose address is:

Provider		
Street/Mailing Address		
City	State	Zip Code

Contract ID :

Originally Dated :07/27/2020 to 06/30/2021

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION
OF
CHILD PLACEMENT**

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

07/27/2020

Amendment End Date :

06/30/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

This amendment incorporates the attached Addendum as if such Addendum is fully set forth in the Agreement. The Addendum ensures the Agreement meets local expectations through certain modifications and additions.

Addendum to Agreement

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree to as follows:

This Addendum to Agreement (the “Addendum”) is hereby attached to and incorporated into the Ohio Department of Job and Family Services Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement (the “Agreement”). Due to inconsistencies between the Agreement and this Addendum, the Parties agree that this Addendum shall control.

The Parties agree that the Agreement shall be modified as follows:

Page 1 of 21 of the Agreement is deleted in its entirety and replaced with the following:

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is by and between the Board of County Commissioners, Hamilton County, Ohio (the “County”) on behalf of the Hamilton County Department of Job & Family Services (the “Agency”) and **Provider Name** (Provider”) with an office at **xxx address, city, state, zip code**, whose telephone number is (xxx) xxx-xxxx, for the purchase of Residential Treatment Services (the “Agreement”). The parties shall be collectively referred to herein as the “Parties.”

ARTICLE I. is deleted in its entirety and replaced with the following:

ARTICLE I. SCOPE OF PLACEMENT SERVICES

Subject to terms and conditions set forth in this Agreement and the attached exhibits, Provider agrees to perform residential treatment services for children referred by Agency (“Children” or “Consumer”) as more particularly described in Exhibit VI - Request for Proposal, Exhibit VII - Provider’s Proposal and Exhibit II – Scope of Work, (individually, “Service”, collectively, “Services”). The Parties agree that a billable unit of service is as

defined in Exhibit VI – The Request for Proposal, subject to Article VIII. B. The following Exhibits are deemed to be a part of this Agreement as if fully set forth herein:

1. Exhibit I – On Base Support & Connectivity;
2. Exhibit II – Scope of Work;
3. Exhibit III – Provider Responsibilities/Reporting;
4. Exhibit IV – MCP Installation & Support;
5. Exhibit V – Transition Plan;
6. Exhibit VI – The Request for Proposal;
7. Exhibit VII – Provider’s Proposal;
8. Exhibit VIII – Declaration of Property Tax Delinquency;
9. Exhibit IX – Release of Personnel Records and Criminal Record Check;
10. Exhibit X – Performance Outcomes and Incentives; and
11. Schedule A – Rate Information.

ARTICLE II. is deleted in its entirety and replaced with following:

ARTICLE II. TERM

This Agreement will be effective from 0x/0x/20xx through 0x/xx/20xx (“Initial Term”) inclusive, regardless of execution date, unless otherwise terminated pursuant to Article IX.

Upon the expiration of the Initial Term, this Agreement will renew for two (2) additional, one (1) year terms (each a “Renewal Term”) unless Agency provides written notice of non-renewal to Provider at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

ARTICLE III. is deleted in its entirety and replaced with following:

ARTICLE III. ORDER OF PRECEDENCE

This Agreement is based upon Exhibits I through X and Schedule A as described in Article I. This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement 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 II – Scope of Work; and then
2. Exhibit VI – The Request for Proposal; and then
3. Schedule A – Rate Information; and then
4. Exhibit VII – Provider’s Proposal.

Article V. PROVIDER RESPONSIBILITIES - Paragraphs A. and I. are deleted in their entirety, Paragraphs D. and Q. are amended, and a Paragraph AA. is added, as follows:

Add the following sentence to Paragraph D:

Agency must give prior written approval for any alternative caregivers.

Add the following language as the 2nd Paragraph to Paragraph Q:

Provider further agrees to participate in and comply with the requirements of Agency 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 Agency.

Add the following language as Paragraph AA:

Provider further agrees to assist Agency in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-38-08.

ARTICLE VI. AGENCY RESPONSIBILITIES - Paragraphs C., F., and J. are deleted in their entirety.

ARTICLE VII. is deleted in its entirety and replaced with the following:

ARTICLE VII. CONSUMER AUTHORIZATIONS and INVOICING PROCEDURE

A. Form of Consumer Authorization

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

B. Reimbursement for Services

Agency will not reimburse for any Service: 1) not authorized via a Consumer Authorization; or 2) exceeding the total authorized units of service set forth on the Consumer Authorization. A unit of service is further described in Exhibit VI – The Request for Proposal.

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

C. Administrative Appeal of Denial of Consumer Authorization

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

D. Hold Bed Procedure

In the case of a leave of absence of a Consumer, Provider agrees to hold the Consumer's bed for three (3) days. Agency will pay for those three (3) absence days unless Provider is otherwise notified in writing. For planned absences, including but not limited to family visits, camp, and vacation, notification to Agency Utilization Management 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 Agency Utilization Management immediately of such absence. If Agency is not notified of a leave of absence, Provider will not be paid for such held bed. Provider must directly contact the Agency 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 denial by contacting the Agency Utilization Management Manager, by email or fax, within three (3) days of the denial.

E. Invoice and Payment Procedure

1. Within thirty (30) days of the end of the service month, Provider shall send an original invoice to Agency. 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 and telephone number,
- b. Vendor number;
- c. Unique invoice number;
- d. The number of units of service supplied by Provider multiplied by the per diem rate or unit rate plus the IV-E rate splits between

Maintenance, Admin and Other as listed in SACWIS, as applicable, for such Service;

- e. Invoice date and service dates;
- f. Consumer's name and Person ID;
- g. VE # (Contract Services or Program area will provide this #) and Contract #;
- h. The total to be paid listed on the invoice; and
- i. Both the Provider's and Agency Program Person's, original signature on the invoice.

The following items are not acceptable on invoices:

- a. White out;
- b. Stamped signatures – all signatures must be original; and
- c. Faxed or copied invoices.

- 2. Agency will not pay for any Service if: a) the invoice for such Service is submitted to Agency 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. Agency 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 Agreement. Notwithstanding any other provision of this Agreement to the contrary, Agency will only pay for Services for which a Consumer Authorization was issued.

F. Administrative Appeal of Denial of Payment

- 1. Denial of payment for any Service(s) rendered by Provider arising from this Agreement must be appealed, by email or fax, to Agency 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 must be submitted at the same time accompanied by all required documentation.

2. The appeal will be reviewed by an Agency Utilization Management Specialist who will make a recommendation to an Agency Utilization Management Manager. A final decision will be issued by such Agency Utilization Management Manager within ten (10) business days of the appeal review. The final decision will be binding.
3. If Agency approves the appeal, new invoices must be received by Agency within fifteen (15) business days from the date of the letter approving the appeal. New invoices received after such fifteen (15) business day time period will not be paid by Agency.
4. In no event will Agency consider any appeal of a denial of payment for Service(s) previously appealed to Agency.

G. Miscellaneous Payment Provisions

1. Foster Care

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

2. Additional Cost

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

3. Duplicate Payment

Provider warrants and represents claims made to Agency 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.

4. Remittance Address

In order to ensure timely payment of submitted invoices, Provider agrees to immediately report any changes in its organization's remittance address to Agency's Contract Specialist.

ARTICLE VIII. REIMBURSEMENT FOR PLACEMENT SERVICES – Paragraphs A. and E. are deleted in their entirety.

ARTICLE IX. TERMINATION; BREACH AND DEFAULT - Paragraph A. is deleted in its entirety and replaced with the following and a Paragraph H. is added:

A. Termination for Convenience

1. By County:

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

2. By Provider:

This Agreement may be terminated by Provider upon notice, in writing, delivered to County and Agency no less than one hundred twenty (120) calendar days prior to the effective date of termination.

Add the following language as Paragraph H:

H. Force Majeure

If by reason of Force Majeure, the Parties are unable in whole or in part to act in accordance with this Agreement, 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 Agency's 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.

ARTICLE X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS the following language is added as Paragraph L:

L. 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 Services under this Agreement.

Provider agrees to repay Agency 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 Agency. Provider agrees Agency may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement. If repayments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held by Agency for more than sixty (60) days may be canceled and may not be re-issued. Agency reserves the right to not increase the rate(s) of payment or the overall Agreement amount for Services purchased under this Agreement 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 the Parties.

3. Provider agrees to give Agency a copy of Provider's most recent annual report and most recent annual independent audit report within sixty (60) 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 Agency within sixty (60) days after receipt from the accounting firm performing such audit.
5. Agency 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. Agency shall not be responsible for costs incurred by Provider for these evaluations.

ARTICLE XI. PROVIDER ASSURANCES AND CERTIFICATIONS - the following language is added as Paragraphs P., Q., R., S. and T.:

- P. Provider warrants and represents that its Services shall be performed in a professional and work-like manner in accordance with applicable professional standards.
- Q. Provider warrants and represents that Provider and all subcontractors who provide direct or indirect services under this Agreement 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.
- R. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing Agency for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.
- S. 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.
- T. Provider warrants and represents that it will ensure the funds from this Agreement are used, and the services for which these funds are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by Agency and state and federal laws, as well as the federal terms and conditions of the IV-E program.

ARTICLE XII. INDEPENDENT CONTRACTOR - the following language is added as Paragraph D.:

- D. 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 Agency or County.

ARTICLE XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS is deleted in entirety and replaced with the following:

ARTICLE XIV. 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 described in Article XXXIV - Case Plans, either Party may bring any dispute forward to the other in the form of a written notice of dispute (the "Notice of Dispute"). Within thirty (30) calendar days from the time the Provider discovers or should have discovered that a matter is properly an issue that should be determined under this Article, Provider shall prepare and submit a Notice of Dispute. The Notice of Dispute shall state the facts surrounding the claim, the nature and scope of the claim, and include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of the Parties. The Notice of Dispute shall be forwarded in writing to the following representatives of the Parties as follows:

A maximum of forty-five (45) 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 Agency: Agency's Unit Supervisor for Contract Services

Representative for Provider: Provider's Project Manager

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

Representative for Agency: Agency's Director of 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.

ARTICLE XVI. NOTICE the following language is added:

In addition to notification to the Agency, notice should be sent to the County at the following address:

Board of County Commissioners, Hamilton County, Ohio
603 County Administration Building
138 East Court Street
Cincinnati, Ohio 45202
Attention: Administrator

ARTICLE XVIII. NO ASSURANCES the following language is added as Paragraph C.:

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

ARTICLE XIX. CONFLICT OF INTEREST the following language is added as Paragraph D:

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

ARTICLE XX. is deleted in its entirety and replaced with the following:

ARTICLE XX. INSURANCE

Provider agrees to procure and maintain for the term of this Agreement 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. Waiver of subrogation

shall be maintained by Provider for all insurance policies applicable to this Agreement, as further defined in Paragraph F.7. of this Article and as required by ORC 2744.05. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

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

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

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the Consumers and Provider provides this service through the use of its employees' privately owned vehicles ("POV"), then the Provider's Business Auto Liability insurance shall sit excess to the employees POV insurance and provide coverage above its employee's POV coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

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

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 its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be emailed to the Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov. The forms must state the following: "Board of County Commissioners,

Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement on the commercial general, business auto and umbrella/excess liability policies.”

3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov.
4. Provider shall furnish the Hamilton County Risk Manager and Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by County before the Agreement commences. 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 Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Agency 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 County and Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to County and Agency 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 Agency.

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 Agency 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 Agency 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 and its officials, employees, agents, and volunteers and Agency and its officials, employees, agents, and volunteers. Any insurance maintained by the County or Agency shall be excess of Provider's insurance and shall not contribute to it.
10. If any of the work or Services contemplated by this Agreement is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

ARTICLE XXI. is deleted in its entirety and replaced with the following:

ARTICLE XXI. 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 and its members, officials, employees, agents, and volunteers, and Agency and its 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 Agreement), 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 Agreement 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 Agreement. 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.

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this Article, which may result in a breach of

Agreement, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys’ fees.

The respective rights and obligations of the Parties under this Article shall survive the expiration or termination of the Agreement for any reason.

ARTICLE XXII. SCREENING AND SELECTION is deleted in its entirety and replaced with the following:

ARTICLE XXII. SCREENING AND SELECTION

A. Criminal Record Check and Fingerprint-Based Checks

Provider warrants and represents it will comply with ORC 2151.86 and will complete all required criminal record checks with respect to any person under final consideration for appointment or employment as a person responsible for a child’s

care in out-of-home care. Provider shall perform all criminal record checks consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and every year thereafter. In addition to a request to the Bureau of Criminal Identification and Investigation ("BCII"), Provider shall also 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 assigned to work with Consumers. When a request is made to the BCII at the time of initial application for appointment or employment, it shall include a request that the BCII obtain information from the federal bureau of investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check. In all other cases, when a request is made to the BCII at the time of initial application for appointment or employment, it may include a request that the BCII obtain information from the federal bureau of investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check.

Provider shall provide all persons who are subject to a criminal record check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal records check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

Provider shall obtain a signed release of information, in the form attached hereto and incorporated herein as Exhibit IX. Provider shall allow inspection and audit of the above criminal records transcripts, fingerprint-based checks, or reports by Agency or a private vendor hired by Agency to conduct compliance reviews on its behalf.

B. Requirements for the Transportation of Consumers

Any individual transporting Consumers shall possess the following qualifications:

1. Prior to allowing an individual to transport a Consumer, an initial satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio (or the

state the provider conducts its business) and, if applicable, from the individual's state of residence must be obtained;

2. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence; and
3. Maintenance of a current and valid driver's license.

Provider must, at all times, comply with Ohio's Child Passenger Safety Law as set forth in Ohio Revised Code 4511.81 while transporting any Consumer. In this same regard, no Consumer that is required to have a seat restraint can be transported by Provider until such requirement is met.

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

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

- C. 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.
- D. Except as provided in Section I below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- E. Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers. Instructions and guidance on how to obtain this clearance can be found at <https://jfs.ohio.gov/ocf/childprotectiveservices.stm>.

F. All completed and documented checks shall be maintained in the employee file.

1. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Exhibit IX - Release of Personnel Records and Criminal Record Check to allow inspection and audit of the above Central Registry report by Agency or anyone conducting compliance reviews on their behalf.
2. Provider shall not assign any individual to work, volunteer with or transport consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.

G. Rehabilitation

Notwithstanding the above, Provider may make a request to Agency 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 Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

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

H. 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 Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION is deleted in its entirety and replaced with the following:

ARTICLE XXVIII. SUBCONTRACTING AND DELEGATION

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

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

ARTICLE XXIX. PROPERTY OF AGENCY is deleted in its entirety and replaced with the following:

ARTICLE XXIX. PROPERTY OF COUNTY

The deliverable(s) and any item(s) provided or produced pursuant to this Agreement (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. County is and shall be deemed the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a “work made for hire,” or if there are any rights in the Deliverables not so conveyed to County, then Provider agrees to and by executing this Agreement hereby does assign to County all worldwide rights, title, and interest in and to the Deliverables. County and Agency acknowledge 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 Agreement or that are generally known and available.

Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County, 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 to County, Agency 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 Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

THE TITLE TO ARTICLE XXX. SEVERABILITY is hereby amended to read as WAIVER AND SEVERABILITY. The following language is added as Paragraph 1 to Article XXX:

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

ARTICLE XXXIII. APPLICABLE LAW AND VENUE is deleted in its entirety and replaced with the following:

ARTICLE XXXIII. APPLICABLE LAW AND VENUE

Each Party hereto submits to the exclusive jurisdiction of any state court sitting in the County of Hamilton, State of Ohio, in any action or proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court, waives any objection to venue therein, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. The Parties further agree that this choice of venue is to be considered mandatory, and not optional in nature, thereby precluding the possibility of litigation in any venue or jurisdiction other than that specified in this section. The Parties further agree that any final judgment rendered in any such action or such proceeding, as provided herein, shall be conclusive as to the subject matter of such final judgment, subject only to the right of appeal provided by the laws of the State of Ohio, and that once any such right of appeal has been exhausted or waived, such final judgment may be enforced in other jurisdictions in any manner provided by law.

The following ARTICLES are added to the Agreement:

ARTICLE XXXIV. CASE PLAN

Provider agrees to participate with Agency in the development, modification and implementation of a case plan (the "Case Plan") for each Consumer placed with Provider. Such Case Plans will be developed and maintained in coordination with any treatment plans developed for a Consumer. Agency 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 Agency shall be the sole authority to render a decision on such dispute. The provisions of Article XIV Dispute Resolution shall not apply to disputes regarding Case Plans.

ARTICLE XXXV. MAINTENANCE OF SERVICE

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

ARTICLE XXXVI. DATA SHARING

A. Managed Care Partnership

Providers are required to use MCP for clinical record-keeping, obtaining prior authorizations and reporting. The system specifications associated with using MCP are listed in Exhibit IV, MCP Installation & Support.

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

Information obtained by Provider from MCP must be obtained solely for business reasons. Additionally, if the information is printed it must be secured in a manner which is deemed to be in compliance with federal and state law, including but not limited to HIPAA.

B. OnBase

Provider shall submit all required monthly reporting via the Agency OnBase Record-Keeping System (“OnBase”) unless otherwise notified in writing by Agency. A description for Provider software & hardware requirements is included as Exhibit I to this Agreement.

Additionally, it is Provider’s responsibility to notify Agency of any staff changes and to request account renewals every sixty (60) days in order to maintain access to OnBase. OnBase is to be used for Provider’s Business Purposes only.

Providers will be furnished with a User Guide on how to upload and retrieve appropriate information in OnBase. Any changes to the User Guide will be shared with Providers as needed, but changes will not require an amendment to the Agreement.

ARTICLE XXXVII. REPORTS

- A. Provider agrees to report all cases of suspected abuse, neglect or dependency to Agency through (513) 241-KIDS, the child welfare hotline for Agency. In this same regard, Provider agrees to follow Agency's policies and procedures for reporting such cases, which are set forth in Exhibit III. 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 Agency will be sent to Provider and considered incorporated into this Agreement without the need for an amendment to this Agreement.
- B. The monthly Agreement program financial report shall be submitted to Agency 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 Consumers each month.
- C. Agency reserves the right to request additional reports at any time during the Initial Term or any Renewal Term. It is the responsibility of Provider to furnish Agency with such reports as requested. Agency may exercise this right without an Agreement amendment.
- D. Agency reserves the right to withhold payment until such time as all required reports are received.

ARTICLE XXXVIII. PROVIDER 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 review Provider's policy. Provider will notify Agency in writing, on a monthly basis, of all grievances initiated by Consumers or their representatives involving the Services. Provider shall submit any facts

pertaining to the grievance and the resolution of the grievance to Agency Contract Manager, no less frequently than monthly.

ARTICLE XXXIX. RESIDENTIAL FACILITY OPERATION AND SAFETY REQUIREMENTS

Provider agrees to comply with the provisions of OAC 5101:2-9 et seq. that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

ARTICLE XL. LOBBYING

During the term of this Agreement, Provider affirms that Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Provider further certifies compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 45 CFR 93 and any other federal law or rule pertaining to lobbying.

Provider further warrants and represents that Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. If Provider fails to notify Agency, County reserves the right to immediately suspend payment and terminate this Agreement.

ARTICLE XLI. PERFORMANCE OUTCOMES AND INCENTIVES

Provider is to demonstrate the ability to produce reliable outcome data exhibiting their organization's performance above and beyond their current level of effort for providing the Services. Agency will reimburse Provider for the achievement of performance outcomes using the benchmarks identified in Exhibit X "2017 Provider Performance Outcome Measures- Residential Treatment - SORC".

ARTICLE XLII. DEBARMENT AND SUSPENSION

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

ARTICLE XLIII. ANTI-DISCRIMINATION REQUIREMENTS

- A. Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- B. Provider shall post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.

ARTICLE XLIV. CONTRACT CLOSEOUT

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

ARTICLE XLV. AGENCY CONTACT INFORMATION

A. Agency Contacts -Provider should contact the following Agency staff with questions:

Name & Email Address	Telephone	Department	Responsibility
		Contract Services	contract changes, contract language
Nakia Bedgood NAKIA.BEDGOOD@jfs.ohio.gov or Tiana Nelms TIANA.NELMS@jfs.ohio.gov	(513) 946-1453 (513) 946-2253	Program Management	service point of contact, service authorization, invoice review
Yonas Asmeron YONAS.ASMEROM@jfs.ohio.gov Or Jill Flake JILL.FLAKE@jfs.ohio.gov	(513) 946-1514 (513) 946-1607	Fiscal	billing & payment, invoice processing
Stacy Woosley STACY.WOOSLEY@jfs.ohio.gov	(513) 946-2079	Utilization Management	Original invoices to be sent to her for review prior to going to fiscal, appeals.
Jim Tinker Jim.Tinker@jfs.ohio.gov	(513) 946-1728	Communication s Director	Media inquiries, media and communications questions

B. Provider Contacts - Agency should contact the following Provider staff with any questions:

Name & Email Address	Telephone	Department	Responsibility
		Business Management	contract changes, contract language
		Program Management	service point of contact, service referral contact

ARTICLE XLVI. TRANSITION PLAN

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

- A. Consumer records will be provided to Agency thirty (30) days prior to the termination date of the Agreement;
- B. A monthly Service Authorization report will be provided to Agency or designee until the termination date of the Agreement; and
- C. “Data dump” to Agency of all Consumer data from Provider’s electronic systems will occur within thirty (30) days after the termination date of the Agreement.

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

ARTICLE XLVII. NON-EXCLUSIVE

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

ARTICLE XLVIII. 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 Consumers.

ARTICLE XLIX. 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 & Family Services.

ARTICLE L. VISITATION SERVICES

If Agency determines that Provider is able to provide visitation service for Agency families, the following applies.

Provider agrees to provide visitation services for families whose children are placed in care with the provider. Visits shall include sibling visits, visits with parents, and visits with extended family members, and others identified in the family's case and visitation plan. Visitation services will promote positive interactions between the family members and promote permanency.

Appropriately trained staff or foster parents will supervise or monitor visits as defined by Agency. Levels of visitation services shall include community, monitored and supervised visits. In addition to providing direct services, Provider staff will:

1. maintain thorough documentation of services and family needs, and
2. provide reports to Agency staff and court personnel as requested, and
3. as identified, participate in other services related to permanency planning for the children served.

Provider agrees to the following:

1. Furnish Agency with reports as required for each family served detailing family strengths and concerns, identification of the goals of the visitation plan, summary of participation, and progress toward the goals of the visitation plan. Reports will be submitted to Agency electronically via OnBase.
2. Immediately notify Agency of any unusual or critical incidents of concern regarding the visit, the family or Consumer.

3. Furnish Agency with monthly reports outlining the total number of Consumers and families served. Also, furnish total number of visitations completed and number of visits that were canceled or unattended by non-custodial parent.
4. Accept the following scheduling protocol:
 - a. Scheduling process to receive referrals from caseworkers and provide a three-business day turnaround for visit start date, that accommodates the consumer's needs.
 - b. Engage families in the planning of their visitation and engage them in activities that foster positive relationships and interactions.
 - c. Accommodate frequent changes in schedule due to families' needs and the involved Children's school, activities, and summer schedules.
 - d. Capacity for visits year-round, during the day, evenings, weekend and holiday hours. Visits for school age Children generally occur after school hours, in the evening, and on Saturdays.
 - e. Capacity for make-up visits for canceled services.
 - f. Provide regular reports that track reasons for cancellations and/or visits that did not occur.
 - g. Follow Agency's Inclement Weather Protocol (CS Manual 2.07 - Attachment I).
 - h. No compensation for no-show visits.

5. Rates of Payment:

- a. \$80.00 per hour for supervised visitation performed by Provider;
and
- b. \$50.00 per hour for monitored visitation performed by Provider; and
- c. \$85.00 per hour for community-based visitation performed by
Provider.

The Signature Lines on Page 18 of 21 of the Agreement are deleted in their entirety and replaced with the Signature Page on the following page hereto.

[Remainder of Page Left Blank. Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement, as modified by the Addendum to Agreement, as of the date of the signature of the Parties.

Honorable Board of County Commissioners
Hamilton County, Ohio

Provider – List Provider's legal name here.

By: _____
Jeffrey Aluotto, County Administrator
Date: _____

By: _____
Date: _____

Recommended By:

By: _____
Tim McCartney, Interim Director
Hamilton County Department of Job & Family Services

Date: _____

Approved as to form:

By: _____
Prosecutor's Office
Hamilton County, Ohio

Date: _____

Prepared By: ____
Checked By: ____
Approved By: ____

Exhibit I

Residential Services

Behavioral Health Residential Placement

Service Descriptions: Residential Treatment provides a twenty four (24) hour/seven (7) day a week therapeutic milieu in a structured-living environment for youths who are severely emotionally, behaviorally and/or developmentally disturbed and for youths and adults who have severe substance abuse treatment needs. These youths and adults have been deemed unable to function in a less restrictive treatment environment and who need behavioral health therapeutic interventions. Unit of Service is defined as 24 hour period of placement services per youth.

RESIDENTIAL TREATMENT GRID

Category:	Residential Treatment	Residential Treatment	Residential Treatment
Discrete Service	Residential Treatment Staff Secure/open. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency	Residential Treatment Locked. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency	Residential Treatment Crisis Stabilization. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency
IV-E Provider Y/N?			
Facility IDs and Service Descriptions*			
Program Name			
Location			
Ages			
Gender			
Admission Criteria			
Exclusion Criteria			
Admissions Process			
Intake Contact Person			
Intake telephone #			
Clinical Director Contact			
Clinical Director telephone #			
After Hours telephone #			
Ability to accept ER admissions? [4 hour admission]	N/A		N/A
Estimated projected # slots:	N/A		N/A
Projected ALOS	N/A		N/A
Estimated # fixed vacancies a month	N/A		N/A
Staffing Ratios			

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

EXHIBIT III

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

EXHIBIT III

<p>Treatment Plans</p>	<p>Submit assessment & treatment plans in accordance with ODMH and/or ODJFS standards to include diagnosis, strengths, goals, measurable objectives and permanency planning submitted via MCP or as otherwise agreed upon with the contract PCSA</p> <p>Include Crisis Plan as indicated by clinical need.</p>	<ul style="list-style-type: none"> ▪ Initial: within 30 days ▪ Updates every 90 days <p>Failure to submit timely may result in pended or denied authorization or delayed payment. Provider will be notified of pended or denied authorization.</p>
<p>Critical Incidents</p>	<ul style="list-style-type: none"> ▪ suicidal behavior ▪ death ▪ self mutilation/ assault on others ▪ other dangerous behavior ▪ allegation of neglect, physical abuse or sexual abuse (child as victim or perpetrator) ▪ AWOL ▪ Extreme defiant, disruptive behavior which may result in placement removal ▪ homicidal behaviors ▪ use/abuse of illicit drugs/ alcohol ▪ use/ abuse of over the counter medications or toxic substances ▪ physical restraint/ seclusion ▪ medication error ▪ serious illness/injury requiring medical treatment or hospitalization ▪ arrest or criminal charge of child, household member or staff ▪ disruption of placement (arrest, hospitalization, emergency respite) ▪ Foster parent or staff violations that impact safety or care of child (physical discipline, supervision, failure to access medical care, etc) ▪ Other unusual incidents 	<ul style="list-style-type: none"> ▪ immediate phone call to PCSA ▪ written notice within 24 hours <p>Always contact 911 emergency services first when necessary and appropriate to assure safety of youth.</p> <p><u>Hamilton County:</u> Business Hours contact caseworker and UM Department After Hours contact 241-KIDS</p>
<p>Initial Placement Screening</p>	<p>Obtain initial medical screening within first 5 days of placement unless medical care is needed sooner.</p>	<p>Submit documentation to PCSA within 15 days.</p> <p>*HCJFS uses CHMC for this service. This should be utilized unless otherwise instructed. Not necessary to submit this documentation if the CHMC clinic is used.</p>

EXHIBIT III

Comprehensive Physical Exam	<p>Obtain comprehensive medical exam within first 30 days of initial placement</p> <p>Obtain annual medical exam within 12 months of the initial exam</p>	<p>Submit documentation to PCSA within 15 days following exam.</p> <p>*Hamilton County uses CHMC for this service. This should be utilized unless otherwise instructed. HCJFS obtains results directly from CHMC.</p>
Dental Exam	<p>Obtain dental exam for all children age 3 and older within 30 days of placement</p> <p>Obtain annual dental exam within 12 months of initial exam</p>	<p>Submit documentation to PCSA within 15 days following exam</p>
Lead Exposure Screening	<p>Obtain screening at initial physical exam for all children age birth to 72 months</p>	<p>Submit documentation of results to PCSA within 15 days following screen.</p>
Discharge and Transition Planning	<ul style="list-style-type: none"> ▪ Gather, obtain and provide updated assessments and evaluations prior to discharge. ▪ Schedule planning meeting 90 to 60 days prior to discharge, include all team members. ▪ Provide 60 days of medication, prescription or follow up psychiatric care. ▪ Provide reasonable services and support to protect child and help PCSA during transition. ▪ Discharge child with a seven day supply of appropriately fitted, seasonal clothing. ▪ Complete SORC discharge summary form. ▪ Return all items belonging to child unless otherwise instructed by PCSA ▪ Coordinate with PCSA updated Educational testing (MFE), IEP and all educational records to assist in preparation and planning for educational transition. ▪ Assist in the coordination of transitional and ongoing services for youth and family ▪ Provide updated Life book materials. 	<p>Submit discharge summary and all associated paperwork within 90 days following discharge</p>
Education	<ul style="list-style-type: none"> ▪ Enroll child in education setting as instructed by PCSA within 5 days from initial placement ▪ Participate in all meetings to plan and discuss child's educational plan ▪ Provide agency with copies of report cards, interim reports and other relevant school related documents. 	<p>Submit all documentation to PCSA within 15 days from receipt.</p>

EXHIBIT III

Transportation	<p>Provide the following transportation;</p> <ul style="list-style-type: none"> ▪ Medical, dental, vision and behavior health appointments ▪ team meetings ▪ court appearances and semi-annual reviews (SARs) ▪ school unless provided by district ▪ family/ sibling visits ▪ recreational activities ▪ Independent Living activities/life skills classes ▪ Adoption readiness and recruitment events. ▪ Employment ▪ Other designated case plan services 	<p>As scheduled.</p> <p>Older youth may be provided bus cards or tokens as approved by the PCSA.</p> <p>Any person who transports a child must have a valid driver's license and insurance.</p>
Bed Holds	<p>Contact the PCSA prior to planned leave and immediately upon unplanned leave.</p>	<p>PCSA agrees to continue payment for up to 3 days during a child's absence with prior approval.</p> <p>PCSA may approve additional days at its discretion.</p> <p>Provider must transport and return child to placement: Planned Leaves: as agreed upon at initial approval Unplanned Leaves: as child is determined appropriate for return (return from AWOL's, detention, hospital stay)</p>
Clothing	<p>Maintain at a minimum a seven day supply of appropriately fitted, seasonal clothing, in good condition and replaced as necessary to accommodate growth, weight and age. Provider shall purchase school and work uniforms and clothing for special occasions such as dances and graduation.</p> <p>Provide a seven day supply of appropriately fitted, seasonal clothing at discharge</p> <p>Monitor foster parent's compliance</p>	<p>Ongoing and at discharge. HCJFS will inventory the youth's clothing and determine if assistance is needed upon admission. If a complete initial voucher is not needed, an itemized voucher will be issued to supplement the existing clothing supply. The same youth may receive a maintenance auxiliary check when the season changes during the first year of placement. The provider will thereafter 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 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.</p>
Overnight Travel	<p>Notify and obtain written consent for travel at least 7 days prior to travel.</p>	<p>Obtain written approval not less than 7 days from PCSA prior to trip.</p>

EXHIBIT III

Notification	<p>Notification to PCSA when any of the following occurs;</p> <ul style="list-style-type: none"> ▪ within 45 days prior to an agency closing or merging ▪ Licensing investigation or action that may result in revocation or a temporary license ▪ Licensing investigation or action that results from staff misconduct, abuse or neglect ▪ Notify agency prior to providing any consent or authorization for non-routine video taping, pictures, media, and non-routine medical treatment. ▪ Changes in foster home household occupancy or circumstances that may impact care of foster youth (criminal charges.) ▪ Changes to occupancy that require consent for daily checks (Instant notification, CJIS) 	Within 45 days or immediately upon notification
Life book	Ensure each child has a life book and/ or provide updates to inform Life book.	<p>Annually, at request and at discharge</p> <p>Submit information to the following at HCJFS: lifebooks@jfs.hamilton-co.org.</p>
Independent Living Services	Provide independent living assessment, training and skill building to any child identified to have this need.	<p>Document provision of services, progress and needs in monthly progress report.</p> <p>Document goal in child's treatment plan.</p>
Basic Needs/Financial Support	Provide basic needs to include food, clothing and shelter, expenses associated to personal care, recreation, social, sports and faith based activities, educational and vocational exploration and transportation costs associated with these activities	Ongoing
Respite/Alternate Care	<p>Submit approved respite caregiver information to PCSA</p> <p>Submit documentation to enter respite/ alternate caregiver through IN or CJIS systems for daily criminal checks</p>	<p>Submit information within 30 days of placement</p> <p>Seek approval for immediately for emergency circumstances or within 24 hours of a planned respite placement.</p>
Family Engagement	Provide and support efforts to engage parents in day to day activities and decision making such as visitation, school meetings and events, doctor/therapy appointments, treatment plans, sporting events, holidays and birthdays.	Ongoing

EXHIBIT III

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

This exhibit is subject to change as needed by the PCSA or in accordance with OAC/ORC requirements. A contract amendment is not required for these changes.

Exhibit IV 'MCP Installation and Support'

MCP Installation and Support Guidelines

1. HCJFS will provide network connectivity into their managed care network via a VPN client session over the Internet. The Provider will be responsible for their connection to the Internet.
2. HCJFS will work with the Provider's IT staff or IT contacts to insure the required access between agencies' networks is provided and secured.
3. The Provider will provide all necessary IT services and equipment to setup and support Provider's users and sub-contractors. This includes desktop support, network administration and application development/support.
4. All equipment (workstations, servers, network devices etc) and data services at the Provider's site will be purchased, installed, and maintained by the Provider.
5. HCJFS and the Provider will communicate to each other immediately upon any computer virus outbreaks within their connected networks.
6. HCJFS will fully administer and maintain the managed care network.
7. HCJFS will set up two (2) MCP accounts for each provider
8. PC Technician will provide two (2) hours of installation and post installation support.
9. Requests for support may be directed to the HCJFS Computer Support Center by calling 513-946-1900.

Minimum System and Network Specifications

- Desktop/laptop must be owned by the Provider, MCP will not be installed on privately owned equipment.
- Pentium IV or higher
- 500 Mb RAM
- Windows XP 32 bit, Windows Vista 32bit or 64 bit, Windows 7 32bit or 64 bit, Windows 8 or 8.1 32bit or 64 bit operating system, with current updates and service packs. Windows 10 is NOT currently supported.
- Internet Explorer 8.0 or greater is the only browser supported.

Network Equipment (if used)

- Only commercial class networking equipment should be used: (Cisco, D-Link, etc.)

Minimum Internet Connectivity

- High Speed (DSL, Cable, etc.) internet connection is required.

Minimum Security

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

ATTACHMENT C

Budget and Instructions

CONTRACT BUDGET INSTRUCTIONS

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program/service being proposed. In order to facilitate the process, HCJFS requests that the attached budget be used.

These instructions are designed to assist in the completion the budget. Should you have any questions, please submit them to the HCJFS Contact Person in one of the following ways:

1) Fax:

Fax: (513) 946-2384

2) E-mail:

HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

3) Mail:

Contract Services
Hamilton County Department of Job & Family Services
222 East Central Parkway, 3rd Floor
Cincinnati, OH 45202

PAGE 1 - SUMMARY PAGE

Page 1 is the summary page for all information entered on pages 2 through 9. If you are not using the Excel spreadsheet for the budget, the summary page should be completed after all other budget pages (pages 2 through 9) are finalized. The total amounts for each expense type on this page (A through J) should equal the total amounts of each section on pages 2 through 8.

As the amounts are entered on pages 2 through 9, the total amounts on the summary page will be populated, if using the Excel spreadsheet to complete the budget.

Mgmt Indirect Cost

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency. Mgmt Indirect costs, allocated to the proposed service(s) should not exceed 15% of the total proposed service(s) cost. After allocating Mgmt Indirect costs between Other Direct Services and the proposed service(s), total program expenses for Mgmt Indirect should equal zero.

The Summary Page, once completed, should give a total budget for the service being proposed as well as a picture of your agency's total budget.

HCJFS CONTRACT BUDGET

AGENCY: (Enter legal name of your agency)

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: (Enter name of program, e.g. Foster Care)

(Enter Begin Date of Budget) **TO** (Enter End Date of Budget)

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES						
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

1

****ESTIMATED TOTAL UNITS OF SERVICE**

TO BE PROVIDED:

****TOTAL PROGRAM EXPENSES / TOTAL UNITS**

OF SERVICE = UNIT RATE:

\$ _____ \$ _____ \$ _____

****UNIT=** (Define unit - day, hour, trip, etc...)

****If the proposed service is Cost Reimbursement, do not complete.**

TOTAL REVENUE*						
-----------------------	--	--	--	--	--	--

*As the amounts for revenue are entered on page 9 of the budget, total revenue will be populated here.

Instructions:

- Column 1: Description of expenses by type.
- Columns 2-4: Totals of the direct costs entered for each section on pages 2 through 8. **Direct costs** are those that can be identified specifically to the service being proposed.
- Column 5: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.
- Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both Traditional and Therapeutic Foster Care and Residential Treatment and you are responding to a Request For Proposals (RFP) for Traditional and Therapeutic Foster Care, all costs associated with Residential Treatment would be entered under “Other Direct Serv”.
- Column 7: Column 7 is the sum of Columns 2 through 6.

This section is used to list all positions by position title, number of staff per position, hours per week per position, annual salary per position, and salaries per position included in the proposed service. All management and administrative positions indirectly associated with the service being proposed should be listed with their corresponding salaries listed under the column, “Mgmt Indirect”. All other positions **not** directly or indirectly associated with the service being proposed may be grouped together and listed as “All Other Positions” with their total salaries listed under the column “Other Direct Ser”.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL SALARIES									

2

Instructions:

Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as “Other Personnel”.

Column 2: Indicate the number of staff for the position title identified in Column 1.

Column 3: Indicate the number of hours each staff will work each week for the proposed service.

Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as “Other Personnel”, you may enter the sum of the salaries.

Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.

Column 8: Enter the salary costs that are indirectly associated with the service being proposed.

Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.

Column 10: Column 10 is the sum of Columns 5 through 9.

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

This section is used to calculate the employee payroll taxes and benefits.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
B. PAYROLL TAXES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
BENEFITS						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS						

3

Instructions:

Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".

Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.

Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.

Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.

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

PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

This section is used to list any contracted services such as janitorial, pest control, and security; as well as any professional fees such as consultants and auditors. Also, if you have any contracted employees from a temporary agency who are performing duties either directly or indirectly related to the service proposed; those costs should be entered here. Foster care agencies should enter their Foster Parent fees here. Any subcontractor's costs should be entered here.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
C. PROFESSIONAL FEES & CONTRACTED SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES						

3

Instructions:

Column 1: List all professional fees and contracted services.

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

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

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

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

PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

This section is used to enter costs for items that will be directly used or consumed in the proposed service. These items must be used or consumed within one (1) Consumable supplies that are more of a general supply used within your agency should be entered in the "Mgmt Indirect" column. Examples of some of these costs are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.).

Program supplies such as pamphlets, text books, and computer software directly related to the proposed service should be entered in this section as well.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
TOTAL CONSUMABLE SUPPLIES						

4

Instructions:

Column 1: List of consumable supplies by expense type. List any other consumable supplies separately under "Other".

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

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

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

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

PAGE 4 - SECTION E – OCCUPANCY COSTS

This section is used to enter occupancy costs that will be associated with the proposed service. If your agency is renting the entire building and using all of the space for the proposed service, enter the total rental amount for the building. If your agency is renting the entire building and not using all of the space for the proposed service, the rental cost for the proposed service is calculated by multiplying the Cost per Square

Foot by the total Square Footage of the space used for the proposed service. The remaining rental cost should be entered under “Other Direct Ser”.

If your agency owns the building, a charge for depreciation **or** usage allowance is allowable. Depreciation or usage allowance should be applied to the original acquisition cost of the building. Depreciation should be calculated using the straight-line method. The lifespan of a nonresidential building is 31.5 years for property placed in service before May 13, 1993. If the property was placed in service after May 13, 1993 the lifespan is 39 years per the Internal Revenue Service (IRS) (Publication 946). If the building has been fully depreciated, the usage allowance method should be used. The usage allowance is limited to 2% of the original acquisition cost.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ. FT. SQ. FT. _____						
USAGE ALLOWANCE OF BLDG. OWNED @ 2% OF ORIGINAL ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY _____ WATER _____						
TELEPHONE						
OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS						

4

Instructions:

Column 1: Rental – Enter the amount per square foot and the total square footage used for the proposed service.

Usage Allowance of Building – Should be used when building has been fully depreciated. Usage Allowance is limited to 2% of the original acquisition cost.

Maintenance & Repairs – Enter any projected building maintenance and repair costs.

Utilities – Enter the projected utility costs on the appropriate lines. If heat and electricity is included in the rent, write “included” on this line. If water is included in the rent, write “included” on this line.

Telephone – Enter the projected telephone costs including long distance. Cell phone costs should be entered on this line, also.

Other – List separately any other costs associated with occupancy.

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

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

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

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

PAGE 5 - SECTION F – TRAVEL COSTS

This section is used to enter the costs of operation, maintenance, and repairs of agency vehicles when relevant to the delivery of the proposed service. Such costs may be charged on an actual cost basis, a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-profit organization's non-federally sponsored activities. The amount paid for mileage reimbursement should not exceed HCJFS' reimbursement rate, which is the rate determined by the IRS. The reimbursement rate can be found on the IRS website.

Conference and meeting costs are allowable if the primary purpose is the dissemination of technical information relating to the proposed service. Purchased transportation is allowable if required for the delivery of the proposed service.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES						
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER (PARKING)						
MILEAGE REIMBURSE. @ PER MILE						
CONFERENCES & MEETINGS, ETC.						
PURCHASED TRANSPORTATION						
TOTAL TRAVEL COSTS						

5

Instructions:

Column 1: List of travel costs by expense type. List any other travel costs separately under, "Other".

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

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

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

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

PAGE 5 - SECTION G – INSURANCE COSTS

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

(1) (2) (3) (4) (5) (6) (7)

EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
TOTAL INSURANCE COSTS						

5

Instructions:

Column 1: List of insurance costs by expense type. List any other insurance costs separately under, "Other".

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

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

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

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

PAGE 6 - SECTION H – EQUIPMENT COSTS

This section is used to enter small equipment (items costing under \$5,000.00 and will be purchased during the budget period); equipment maintenance and repair; equipment lease costs; and depreciation costs for capital equipment (any item or group of like items costing \$5,000.00 or more) relevant to the delivery of the proposed service. Leased equipment in excess of \$5,000.00 must be depreciated. If your agency has, or acquires equipment costing \$5,000.00 or more with an anticipated useful life in excess of one (1) year a charge for depreciation is allowable.

Depreciation should be calculated using the straight-line method. Refer to IRS guidelines to determine the useful life of equipment. Follow the instructions on Page 7 of Budget Form to calculate depreciation.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
H. EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
TOTAL SMALL EQUIPMENT COSTS						
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						
TOTAL EQUIPMENT & REPAIR						
EQUIPMENT LEASE COSTS (DETAIL)						
TOTAL LEASE COSTS						
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)						
TOTAL EQUIPMENT COSTS						

6

Instructions:

Column 1: List of equipment costs by expense type.

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

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

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

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

PAGE 7 - LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the “individual equipment item” is for computer components which are purchased as a group, e.g. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any items of equipment used by the Management Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

13

EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
TOTAL MISCELLANEOUS COSTS						

8

Instructions:

Column 1: List miscellaneous costs separately.

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

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

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

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

PAGE 8 – SECTION J - PROFIT MARGIN

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE

J. PROFIT MARGIN (For profit entities only- indicate the amount)						
--	--	--	--	--	--	--

8

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

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

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

8

PAGE 9 – REVENUE BY PROGRAM SERVICES

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed separately (e.g. HCJFS, Butler County, etc.). “Fees From Clients” should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

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

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

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

9

Instructions:

Column 1: List funding sources.

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

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

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

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

PAGE 10 – RENEWAL YEAR ESTIMATED COST SHEET

Please estimate the total expenses and the unit rate by program for renewal years. These estimates will be used in helping HCJFS determine increases for the renewal years.

**BCCS CONTRACT BUDGET
HCJFS CONTRACT BUDGET**

RENEWAL YEAR ESTIMATED COST SHEET

(1)

(2)

(3)

(4)

PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			
PROGRAM	RENEWAL YEAR 2 EXPENSE	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

Column 1: Please list the program name (ie Traditional Foster Care, Therapeutic Foster Care Level 1, etc.)

Columns 2 Please enter the estimated total expense for renewal year 1 by program. Further down under the second set of headings, please list the estimated total expenses for renewal year 2 by program.

Column 3: Please enter the estimated unit rate for renewal year 1 by program. Further down under the second set of headings, please list the estimated unit rate for renewal year 2 by program.

Column 4: Please write a detailed narrative of justifying the increased costs and unit rate.

EXHIBIT II

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM:

_____ TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS						0.00
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

UNIT =

TOTAL PROGRAM COST/TOTAL UNITS
OF SERVICE = UNIT COST:

\$ _____ \$ _____ \$ _____

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
---------------	------	------	------	------	------	------

EXHIBIT II

A. STAFF SALARIES - Attach Extra Pages for Staff, if needed.

[illegible]

Salaries Narrative. Describe how each position relates to the service proposed.

Please type narrative here.

EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
B.PAYROLL TAXES						
FICA %						0.00
WORKER'S COMP. %						0.00
UNEMPLOYMENT %						0.00
BENEFITS						
RETIREMENT						0.00
HOSPITAL CARE						0.00
OTHER (SPECIFY)						0.00
						0.00
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

NOTE: You must list the percentage amount on the FICA, Worker's Comp and Unemployment lines. Remember - Unemployment Taxes are based ONLY on the first \$9,000 of the employees salary.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and				MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
						0.00
						0.00
						0.00
						0.00
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00

Professional Fees & Contracted Services Narrative

Please type narrative here.

EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						0.00
CLEANING						0.00
PROGRAM						0.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
TOTAL CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00

Consumable Supplies Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ PER SQ. FT.						0.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST						0.00
MAINTENANCE & REPAIRS						0.00
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER						0.00
TELEPHONE						0.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
TOTAL OCCUPANCY COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Occupancy Costs Narrative

Please type narrative here.

EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS						
GASOLINE & OIL						0.00
VEHICLE REPAIR						0.00
VEHICLE LICENSE						0.00
VEHICLE INSURANCE						0.00
OTHER (PARKING)						0.00
MILEAGE REIMBURSE. @ _____ PER MILE						0.00
CONFERENCES & MEETINGS, ETC.						0.00
PURCHASED TRANSPORTATION						0.00
TOTAL TRAVEL COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Travel Costs Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY						0.00
PROPERTY						0.00
ACCIDENT						0.00
OTHER						0.00
TOTAL INSURANCE COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Insurance Costs Narrative

Please type narrative here.

EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
H.EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
						0.00
						0.00
						0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						0.00
						0.00
						0.00
						0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
						0.00
						0.00
						0.00
TOTAL LEASE COSTS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)

Please type narrative here.

EXHIBIT II

LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, I.e. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was full depreciated on the agency's books prior to the beginning date of the contract may not be used as a basis for determining costs of the program proposed for a contract, even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C.

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
			0.00	0.00	0.00	0	0.00	100.00%	0.00	
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			0.00		0.00		0.00		0.00	

EXHIBIT II

EXPENSES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
						0.00
						0.00
						0.00
						0.00
						0.00
TOTAL MISCELLANEOUS COSTS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN (For profit entities only)						0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00	0.00	0.00

Miscellaneous Costs Narrative.

Please type narrative here.

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency.

Mgmt/Indirect Cost Narrative.

Please type narrative here.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

EXHIBIT II

REVENUES BY PROGRAM SERVICES				MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
						0.00
						0.00
						0.00
B. OTHER FUNDING						
FEES FROM CLIENTS						0.00
CONTRIBUTIONS						0.00
						0.00
						0.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
						0.00
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00

Revenue Narrative

Please type narrative here.

EXHIBIT II

RENEWAL YEAR ESTIMATED COST SHEET

PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1, 2 and 3.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

PROGRAM	RENEWAL YEAR 2 EXPENSE	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1, 2 and 3.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

Renewal years 1 2

ATTACHMENT C-1

Sample Budget

ATTACHMENT C-1

HCJFS CONTRACT SAMPLE BUDGET

(for reference purposes only)

AGENCY: Acme Services

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: Residential Treatment

May 1, 2021 TO April 30, 2022

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	154,750.00	218,750.00	0.00	44,350.00	359,400.00	777,250.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	38,355.38	54,225.38	0.00	10,830.59	89,055.54	192,466.88
C. PROFESSIONAL & CONTRACTED SERVICES	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00
D. CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00
E. OCCUPANCY	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00
F. TRAVEL	29,625.00	29,625.00	0.00	0.00	23,250.00	82,500.00
G. INSURANCE	2,790.00	1,860.00	0.00	500.00	3,150.00	8,300.00
H. EQUIPMENT	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00
I. MISCELLANEOUS	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL OF EACH COLUMN	416,970.38	497,210.38	0.00	76,580.59	613,705.54	1,604,466.88
ALLOCATION OF MGT/INDIRECT COSTS	20,632.02	13,645.48		-45,484.94	11,207.44	0.00
TOTAL PROGRAM EXPENSES	437,602.40	510,855.86	0.00	31,095.65	624,912.98	1,604,466.88

ESTIMATED TOTAL UNITS OF SERVICE

TO BE PROVIDED:

8,395.00

5,475.00

UNIT = 1 day

TOTAL PROGRAM COST/TOTAL UNITS

OF SERVICE = UNIT COST:

\$52.13

\$93.31 _____

TOTAL REVENUE	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00
---------------	------------	------------	------	-----------	------------	--------------

ATTACHMENT C-1

A. STAFF SALARIES - Attach Extra Pages for Staff,

POSITION TITLE	# STAFF	HRS WK	Annual Cost	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
Program Director	1.00	40.0	56,000.00	14,000.00	14,000.00			28,000.00	56,000.00
Case Manager	10.00	400.0	320,000.00	128,000.00	192,000.00				320,000.00
Clerical Specialist	1.00	40.0	25,500.00	12,750.00	12,750.00				25,500.00
Clerical Specialist	1.00	40.0	25,500.00					25,500.00	25,500.00
Other Personnel			195,250.00					195,250.00	195,250.00
Executive Director	1.00	10.0	85,000.00				21,250.00	63,750.00	85,000.00
Human Resource Director	1.00	13.2	70,000.00				23,100.00	46,900.00	70,000.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
TOTAL SALARIES	15.00	543.2	777,250.00	154,750.00	218,750.00	0.00	44,350.00	359,400.00	777,250.00

Salaries Narrative. Describe how each position relates to the service proposed.

The budget shows the positions assoiated with our Foster Care program. Staffing consists of the following:

1 Program Director - 25% allocated Traditional Foster Care; 25% allocated to Therapeutic Foster Care; remaining 50% allocated to other services not associated with foster care.

1 Program Director -	25% allocated to Traditional Foster Care
	25% allocated to Therapeutic Foster Care 3
	50% allocated to other services not associated with foster care.

10 Case Managers
40% allocated to Traditional foster Care
60% allocated to Therapeutic Foster Care 3

1 Clerical specialist	50% allocated to Traditional Foster Care
	50% allocated to Therapeutic Foster Care

1 Executive Director	25% allocated to Foster Care Program
----------------------	--------------------------------------

1 Human Resource Director 33% allocated to Foster Care Program.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
B.PAYROLL TAXES						
FICA 7.65 %	11,838.38	16,734.38		3,392.78	27,494.10	59,459.63
WORKER'S COMP. 1.9%	2,940.25	4,156.25		842.65	6,828.60	14,767.75
UNEMPLOYMENT 2.3 %	983.25	1,397.25		120.06	2,260.44	4,761.00
BENEFITS						
RETIREMENT 1%	1,547.50	2,187.50		443.50	3,594.00	7,772.50
HOSPITAL CARE 13%	20,117.50	28,437.50		5,765.50	46,722.00	101,042.50
OTHER Life/Disability .6%	928.50	1,312.50		266.10	2,156.40	4,663.50
						0.00
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	38,355.38	54,225.38	0.00	10,830.59	89,055.54	192,466.88

Employee Payroll Taxes & Benefits Narrative.

Payroll taxes are based on on current FICA, Worker's Comp and Unemployment percentages. Unemployment taxes are calculated on the first \$9,000.00 of each employee's salary. Benefits for full time employees include hospitalization, retirement, group life and disability insurance.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.))	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
Foster Parent Fees	167,900.00	164,250.00				332,150.00
Accounting Services				6,000.00	12,000.00	18,000.00
Janitorial Services				9,900.00	20,100.00	30,000.00
						0.00
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00

Professional Fees & Contracted Services Narrative

Professional and contracted services include fees paid to our Foster Parents. We currently have 38 foster parents. Other contracted services include accounting and janitorial.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE		900.00			4,500.00	5,400.00
CLEANING						0.00
PROGRAM	500.00	300.00			600.00	1,400.00
OTHER - Food					10,000.00	10,000.00
						0.00
						0.00
TOTAL CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00

Consumable Supplies Narrative

Program expenses include gifts for children and youth activities. Office supplies are allocated based on the number of FTE's in each service.

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ \$10.00 PER SQ. FT. 10,000	10,000.00	15,000.00			75,000.00	100,000.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST						0.00
MAINTENANCE & REPAIRS	1,200.00	1,800.00			9,000.00	12,000.00
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER						0.00
TELEPHONE	2,200.00	3,300.00			6,500.00	12,000.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
TOTAL OCCUPANCY COSTS	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00

Occupancy Costs Narrative

Rental expense is allocated by square footage of office space. This expense is further allocated between Traditional Foster Care and Therapeutic Foster Care 3 based on the number of FTE's in each service.

Telephone expense includes office phones and company cell phones used by employees. This expense is further allocated between Traditional Foster and Therapeutic Foster Care based on the number of FTE's in each service.

Maintenance & Repairs expense is allocated by square footage of office space. This expense is further allocated between Traditional Foster Care and Therapeutic Foster Care 3 based upon the number of FTE's in each service.

Utilities are included in the rent.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS						
GASOLINE & OIL						0.00
VEHICLE REPAIR						0.00
VEHICLE LICENSE						0.00
VEHICLE INSURANCE						0.00
OTHER (PARKING)						0.00
MILEAGE REIMBURSE. @ \$.50 PER MILE	28,125.00	28,125.00			18,750.00	75,000.00
CONFERENCES & MEETINGS, ETC.	1,500.00	1,500.00			4,500.00	7,500.00
PURCHASED TRANSPORTATION						0.00
TOTAL TRAVEL COSTS	29,625.00	29,625.00	0.00	0.00	23,250.00	82,500.00

Travel Costs Narrative

Travel costs include mileage reimbursement of \$.50 per mile. Estimated number of miles are 150,000. Conference and meetings expense include costs for 4 employees to attend conference on Foster Care.

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY	2,460.00	1,640.00		500.00	2,900.00	7,500.00
PROPERTY	330.00	220.00			250.00	800.00
ACCIDENT						0.00
OTHER						0.00
TOTAL INSURANCE COSTS	2,790.00	1,860.00	0.00	500.00	3,150.00	8,300.00

Insurance Costs Narrative

Insurance costs include liability insurance for foster parents and executive officers of the agency. Insurance costs are allocated to the services based on number of FTE's in each service.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
H.EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased						
						0.00
						0.00
						0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						0.00
						0.00
						0.00
						0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
Copiers	900.00	900.00			900.00	2,700.00
						0.00
						0.00
TOTAL LEASE COSTS	900.00	900.00	0.00	0.00	900.00	2,700.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	1,000.00	1,000.00	0.00	0.00	1,000.00	3,000.00
TOTAL EQUIPMENT COSTS	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00

Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)

Equipment Costs include lease charges for copiers and depreciation of computer system purchased in March, 2008.

ATTACHMENT C-1

LARGE EQUIPMENT DEPRECIATION CO

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the "individual equipment item" is for computer components which are purchased as a group, I.e. hard drive, n
If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was full depreciated on the agency's books prior to the beginning date of the contract may not be used as a basis
even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C.

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
Computer system	N	3/3/2008	15,000.00	0.00	15,000.00	5	3,000.00	100.00%	3,000.00	1/3 to Trad,TFC3, RT
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			15,000.00		15,000.00		3,000.00		3,000.00	

* Enter as a decimal.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
Postage	1,000.00	800.00			500.00	2,300.00
Dues/Subscriptions	2,000.00	1,000.00			1,000.00	4,000.00
Background checks	2,250.00	1,500.00			1,250.00	5,000.00
Recruitment	2,500.00	2,000.00			1,500.00	6,000.00
						0.00
TOTAL MISCELLANEOUS COSTS	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
J. PROFIT MARGIN (For profit entities only)						0.00
TOTAL OF ALL EXPENSES	416,970.38	497,210.38	0.00	76,580.59	613,705.54	#####

Miscellaneous Costs Narrative.

Miscellaneous costs include postage, professional dues, foster parent recruitment, and background checks on foster parents and employees. Miscellaneous costs are allocated based on the number of FTE's in each service.

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency.

Mgmt/Indirect Cost Narrative.

Management/Indirect costs are allocated to all services based on the percent of total direct salaries of each service to total agency salaries.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

N/A.

ATTACHMENT C-1

REVENUES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
Hamilton County Job & Family Services	375,000.00	455,000.00			620,000.00	1,450,000.00
Butler County Job & Family Services	58,000.00	51,000.00				109,000.00
						0.00
B. OTHER FUNDING						0.00
FEES FROM CLIENTS						0.00
CONTRIBUTIONS -						0.00
donations				6,000.00		6,000.00
endowment				23,000.00		23,000.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
Fundraising	5,000.00	5,000.00			7,000.00	17,000.00
TOTAL REVENUE	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00

Revenue Narrative

Revenues are projected based upon the per diem rate and the number of children in each service.

EXHIBIT II

RENEWAL YEAR ESTIMATED COST SHEET

PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
Traditional Foster Care	\$435,383.12	\$51.87	Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable.
Therapeutic Foster Care 3	\$279,300.06	\$51.01	Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable.
PROGRAM 3			
PROGRAM 4			

PROGRAM	RENEWAL YEAR 2 EXPENSE2	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
Traditional Foster Care	\$448,444.61	\$53.43	Requesting a 3 percent increase. Salaries and contracted services are anticipated to increase 3 percent. In addition, an upgrade to computer equipment is needed that will increase costs by 3 percent. All other costs should increase by approximately the cost of living (2.5%).
Therapeutic Foster Care 3	\$287,679.06	\$52.54	Requesting a 3 percent increase. Salaries and contracted services are anticipated to increase 3 percent. In addition, an upgrade to computer equipment is needed that will increase costs by 3 percent. All other costs should increase by approximately the cost of living (2.5%).
PROGRAM 3			
PROGRAM 4			

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services

Provider Certification Process

(Revised 5/10)

I. Overview

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

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

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

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

1. accounting and record keeping systems;
2. copies of important documents such as the table of organization, Articles of Incorporation, insurance, etc.;
3. review of provider personnel files for proof of drivers' licenses, insurance, professional credentials, etc.;
4. tour of the provider's facility.

None of this information is to be released to anyone other than the provider without HCJFS management approval.

C. **Quality Assurance (Section C)** - identifies processes and procedures for ensuring quality service such as:

1. program staff training plan;
2. staff policy and procedure manual;
3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

ITEM	EXPLANATION
1. Reviewer's Name and Title	Staff name(s)/title(s) who completed the certification review.
2. Initiation of Certification Process (Date)	Date the certification process began.
3. Completion of Certification Process (Date)	Date the certification process was completed - all 3 sections completed..
4. Certification Status	Select the applicable answer as the certification process is completed. Select: in process, approved, denied.
5. Tax I.D. # (aka Vendor #)	Tax I.D. (Vendor) number used in Performance.
6. Oracle Contract #	Contract number used in Oracle
7. Agency Name	Official name of the contract agency.
8. Agency Address	Address for the location of the agency's administrative office. Indicate if there is a separate mailing address.
9. Phone #	Phone number for the agency's administrative office.
10. Fax #	Fax number for the agency's administrative office.
11. Program Name	Program name for the purchased service, if applicable.
12. Service Name	Service name from the Contract Services database picklist.
13. Program Address, if different	Program address if different from the administrative office.
14. Program Phone #, if different	Program phone number if different from the administrative office.
15. Program Fax #	Program fax number if different from the administrative office.
16. Agency's Hours/Days of Operation	Agency's hours of operation (begin/end times) and days of the week the agency is open for service.
17. Program's Hours/Days of Operation	Contracted program's hours of operation (begin/end times) and the days of the week the program is open for service.
18. Seasonal Hours, if applicable	Indicate if the program has seasonal (summer, holiday, etc) days and hours of operation.
19. Agency Director's Name	Name of the Executive Director for the contracted agency.
20. Agency Director's E-Mail Address	E-mail address for the Agency Director.
21. Program Director's Name, if different	Name of the Program Director for the contracted program/service if different from the Executive Director.
22. Program Director's Phone #, if different	Phone number for the Program Director if different from the agency or program phone numbers listed above in #9 and #14.
23. Program Director's E-Mail Address	E-mail address for the Program Director if different from the Agency Director.
24. Program Contact Person, if different	Name of the program Contact Person if different from the Program Director listed above in #20.
25. Program Contact Person's Phone number, if different	Phone number for the program Contact Person if different from the phone number for the Program Director listed above in #21.
26. Program Contact Person's E-Mail Address	E-mail address for the program contact person if different from the Program Director.

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

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

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

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

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

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

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff is aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of provider's QA/QI plan or activities. At a minimum, the following must be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records.	1. Does the agency have a Quality Improvement program? 2. Is there a <u>current</u> QI plan that incorporates involvement of all program areas, front line staff representation, fiscal, administration, clinical staff, families served? 3. Is there a client satisfaction mechanism in place? 4. How are client contacts, referrals, service delivery measured and tracked? 5. Are service goals articulated clearly? Are there mechanisms in place to track and report individual and aggregate data on client activities/outcomes? Financial outcomes? 6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making? 7. Grievance process available - easily accessible to clients? Process for tracking and reporting individual and aggregate data on grievances? 8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues? 9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed?

Hamilton County Department of Job and Family Services
Provider Certification Document

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

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

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

NOTES:

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

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

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

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

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

Additional comments/notes for Section B:

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

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

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

Additional comments/notes for Section C:

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

ATTACHMENT E

Declaration of Property Tax Delinquency

Declaration of Property Tax Delinquency
(ORC 5719.042)

I, _____, hereby affirm that the Proposing Organization herein, _____, is ____ / is not ____ (**check one**) at the time of submitting this proposal charged with delinquent property taxes on the general tax list of personal property within the County of Hamilton. If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$_____.

Print Name_____ Date_____

Signature _____

State of Ohio - County of Hamilton Notary

Before me, a notary public in and for said County, personally appeared _____, authorized signatory for the Proposing Organization, who acknowledges that he/she has read the foregoing and that the information provided therein is true to the best of his/her knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio this ____ day of _____ 20____.

Notary Public

ATTACHMENT F

Release of Personnel Records & Criminal Records Checks



222 East Central Parkway • Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

FAX: (513) 946-2250

www.hcjfs.org

www.hcadopt.org

www.hcfoster.org

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

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

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

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

NOW THEREFORE

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

Signature _____ Date _____

A. Criminal Record Check

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

ATTACHMENT G

RFP Registration Form

REGISTRATION FORM

RFP: SC01-21R, RESIDENTIAL TREATMENT
February, 2021

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

Sandra Carson
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384

Email: Hamil_ContractServicesProcurement@jfs.ohio.gov

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this RFP. *Other than to the above specified person, no bidder may contact any HCJFS employee, county official, project team member or evaluation team member.* Providers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this RFP. **Inappropriate contact may result in rejection of the Providers Proposal, including attempts to influence the RFP process, evaluation process or the award process by Providers who have submitted bids or by others on their behalf.**

By e-mailing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the RFP Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **February 26, 2021 no later than noon.**

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

Registration helps insure that Providers will receive any addenda to or correspondence regarding this RFP in a timely manner. HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.

Please e-mail this completed page to RFP Contact Person at
Hamil_ContractServicesProcurement@jfs.ohio.gov

ATTACHMENT H

Levels of Care

Level V Crisis Stabilization

Outcome goals: Rapid stabilization and reunification of the child/youth with family or back to the community following a temporary emergency respite away from home/placement to reduce symptoms and restore stability for child/youth and family. Changes have been made in the child's environment that would enable child/youth to remain safely at home or community. Safety issues are of paramount concerns and the child has exhibited acute disruptive behaviors.

Core services: May include crisis beds, temporary shelter placement, emergency therapeutic foster care, or any other emergency respite in an out-of-home setting. May also include therapeutic services, such as crisis counseling, parenting training, etc.

Consumer characteristics: Child/youth presents moderate to high risk level, serious and persistently disruptive behaviors that have made a milder level of care inappropriate, including serious violent behaviors, unsafe home/community environment, psychiatric and chronic/acute addiction symptoms that require rapid stabilization and alternative care planning.

- ✓ Child is seriously suicidal; has had recent attempt (within the last 90 days) and is at high risk of being considered for hospitalization
- ✓ Child is seriously depressed and is not responding to treatment on an outpatient basis
- ✓ Child's sexual offending behavior cannot be maintained at a lower level of care
- ✓ Has had fire setting behaviors that have caused damage and risk to others
- ✓ Has shown physical aggressive and assaultive behaviors resulting to harm to others

Significant community partners: Child/youth may also be involved with other community services and other children's systems, such as juvenile court. Case workers are expected to provide necessary care coordination and other assistance.

Thresholds for accepting into this level of care and continued stay (Modified Cuyahoga Functioning Scale): Moderate to high risk and service need and safety concerns

Thresholds for reviews: By definition, emergency respite and crisis stabilization are expected to be time-limited. The review may provide a brief extension, as defined by the review team at the time of the review. Any longer stay needs to be consistent with permanency plan for the child/youth.

Discharge and retrospective review: Should the child/youth move into a higher level of care following emergency stabilization, a review for service outcomes and continuity is necessary.

Level VI Residential Treatment (Open and Locked)

OPEN:

Outcome goals: Provide a structured, living environment to ameliorate emotional and behavioral problems and improve functioning of the child/youth to allow for a milder level of care.

Core services: RT—Open should be seen as all-inclusive of services in a structured setting with professional supervision, including a full range of residential services and therapeutic services to child/youth and family based on need.

Consumer characteristics: The child/youth has generally experienced a high degree of instability in the home and community environment and has demonstrated the need for care in a structured treatment environment. Mental illness as substantiated by DSM-IV and SED diagnosis, or combined diagnosis of mental illness and addiction disorder. The child/youth has generally experienced a high degree of instability in the home and community environment and has demonstrated the need for care in a structured living environment. To be eligible for residential treatment, the need for a professionally supervised living environment on a 24-hour basis should be present. Experience in placing child/youth in this level of care shows the following generalized consumer profile:

- ✓ Child is seriously suicidal; has had recent attempt (within the last 90 days) and is at high risk of being considered for hospitalization
- ✓ Child is seriously depressed and is not responding to treatment on an outpatient basis
- ✓ Child's sexual offending behavior cannot be safely managed at a lower level of care
- ✓ Has had fire setting behaviors that have caused damage and risk to others
- ✓ Has shown physical aggression and assaultive behaviors resulting to harm to others
- ✓ Has not responded to a lower level of care

Significant community partners: Child/youth may also be involved with other community services and other children's systems. Residential treatment should be closely coordinated with the educational system. Case workers are expected to provide necessary assistance on behalf of the consumer and family, care managers are expected to provide necessary care coordination.

SORC Page 2 2009

Thresholds for accepting into this level of care and continued stay (Modified Cuyahoga Functioning Scale): High risk and service needs.

Thresholds for reviews: Every month. A stay beyond 6 months should be reviewed for consistency with the permanency plan.

Discharge and retrospective review: Should the child/youth move into a higher level of care, a review is necessary for discharge decision, service outcomes and continuity of care.

LOCKED:

Outcome goals: Reduce the risk behaviors or functioning impairment of the child/youth in a structured setting so that the child/youth may move into a less restrictive level of care and eventually reintegrate with the community. Permanency and emancipation planning should accompany the individual treatment goals. Family/adult engagement is essential in assuring a smooth transition to home/community.

Core services: A full range of residential and therapeutic services, as well as ensuring that educational services and other community outreach services are provided. In addition, this level of care provides a secure setting to address the child/youth's risk behaviors and need for 24-hour professional supervision. RT—Locked may be used for complex cases and children/youth with coexisting disorders.

Consumer characteristics: The child/youth exhibits a high degree of behavioral management problems, including violent behaviors, and may have had juvenile court adjudication of posing risk to community prior to admission. May also suffer mental illness as substantiated by DSM-IV and SED diagnosis or combined diagnosis of mental illness and addiction disorder, with psychiatric and behavioral conditions severe and persistent enough to require a secure and structured treatment environment. Experience in placing child/youth in this level of care shows the following consumer profile:

- ✓ Child's suicidal risk requires 24-hour monitoring in a closed setting
- ✓ Child poses serious harm to others, and cannot be maintained in an open residential setting, with recent (within the last 30 days) injury to others
- ✓ Child's repeated AWOL has posed serious community risk (sexual offending behavior, prostitution and gang involvement)
- ✓ Child has demonstrated an inability to respond to an open setting.

Significant community partners: Child/youth may also be involved with other community services and other children's systems. Residential treatment should be closely coordinated with the educational system. Case workers are expected to provide necessary assistance on behalf of the consumer and family, care managers are expected to provide necessary care coordination.

SORC Page 3 2/8/2021

Thresholds for accepting into this level of care and continued stay (Modified Cuyahoga Functioning Scale): High risk and service needs; high safety concerns for child/youth and community.

Thresholds for reviews: Every month or more frequently as the condition requires. A stay beyond 3 months should be reviewed for consistency with the permanency plan.

Discharge and retrospective review: Potential step-down services should be reviewed to move the child/youth to less restrictive setting.

ATTACHMENT I

Residential Treatment Service Grid

Attachment I – Residential Treatment Service Grid

Category:	Residential Treatment	Residential Treatment	Residential Treatment
Discrete Service	Residential Treatment Staff secure/open. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency	Residential Treatment Locked. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency	Residential Treatment Crisis Stabilization. Authorization and payments are unbundled for: Diagnostic Assessment Individual/Family Therapy Group Therapy Psychiatric Evaluation/Medication Monitoring Polygraphs included if requested by placing agency
IV-E Provider Y/N?			
Facility IDs and SACWIS Service Descriptions*			
Program Name			
Location			
Ages			
Gender:			
Admission Criteria			
Exclusion Criteria			
Admissions Process			
Intake Contact Person:			
Intake telephone #:			
Clinical Director Contact:			
Clinical Director Telephone #:			
After Hours telephone #:			

Ability to accept ER admissions? [4 hour admission.]			
Estimated projected # slots:			
Projected ALOS			
Estimated # fixed vacancies a month			
Staffing Ratios:			

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

ATTACHMENT J

SORC Performance Outcomes Measures

2021 Provider Performance Outcome Measures- Residential- SORC

Objective	Measurement	Reporting	Incentive
1. Youth will decrease adverse involvement with Juvenile Justice	a. Provider will decrease overall incidents of arrests, charges and/or detainment in juvenile justice facilities by 20% as compared to their baseline data.	<p>Data Collection- Provider will produce baseline data for the first six months of the initial contract period. Provider will produce data after the initial 6 month period quarterly to be used to determine incentive payment. Data will include total number of incidents of arrests and detainment in juvenile justice facilities.</p> <p>Data will be confirmed through MCP or other reporting sources.</p>	Provider will receive \$500 per quarter if incidents of detention stays and arrests decrease by 20% as compared to baseline data.
2. Youth will experience academic success	<p>a. Age appropriate youth will graduate from high school or earn a General Equivalency Diploma (GED);</p> <p>b. Youth will be promoted to the next grade level.</p>	<p>a. & b. Data Collection- Provider will produce reports in December of the contract period to confirm achievement of performance measure. Data will be compared and confirmed through SACWIS.</p> <p>Child must be enrolled with the provider a minimum of 90 days And; Child must be enrolled in placement with the provider at the end of the school year for item (b) or at any time during the contract year to qualify for the incentive payment related to achievement of a diploma or GED (a).</p>	<p>Provider will receive a \$500 incentive for each child who graduates from high school or earns a GED when verified by case worker and a copy of an official diploma or GED.</p> <p>Provider will receive a \$250 incentive for each child who is promoted to the next grade level.</p>
3. Youth will experience decreased lengths of stay	a. Provider will reduce average length of stay for youth placements.	a. Data Collection- Provider will produce data within 30 days of contract to report	Provider will receive \$200 per child who is discharged below the average length

2021 Provider Performance Outcome Measures- Residential- SORC

<p>in residential treatment with improved functional capacity and success when transitioned to a lower level of care.</p>	<p>b. Youth will experience stability post-discharge and will be maintained at a lower level of care for a minimum of 120 days.</p>	<p>average length of stay based on previous year's contract period. This will establish baseline data for the 2014 contract year.</p> <p>b. Provider will produce data identifying youth who have been discharged below the average length of stay.</p> <p>c. PCSA will compare length of stay data with SACWIS and will determine if the youth has also maintained placement stability at a lower level of care for 120 days.</p>	<p>of stay and experiences placement stability at the lower level of care for a minimum of 120 days post discharge.</p>
<p>Youth 14 and over will acquire life skills.</p>	<p>Provider will teach children in their care life skills associated with personal care, problems solving, household management, budgeting, cooking, shopping, education, employment, safety and personal relationships and health. This is hands on life skills training.</p>	<p>Provider will produce documentation of hands on life skills training. Provider will produce data that shows an increase in knowledge and abilities in life skills.</p>	<p>Provider will receive \$100 per child for each three (3) hands on life skills trainings they have completed and have demonstrated an increased knowledge and abilities associated with the training(s). This is to be documented by pre and post testing, or other measurable methodology.</p>

2021 Provider Performance Outcome Measures- Residential- SORC

Provider must be in good standing as determined by PCSA who holds contract to be eligible for Incentive Payment.

Incentive Payments are based on populations specific to each custodial PCSA and are subject to availability of funds.

PCSA makes final interpretation and determination regarding achievement of outcome measures.