

CUYAHOGA COUNTY  
DIVISION OF CHILDREN AND FAMILY SERVICES  
CONTRACT FOR FOSTER CARE, RESIDENTIAL CARE,  
EMERGENCY SHELTER AND GROUP HOMES

THIS CONTRACT is effective this 1st day of October 2013, and is by and between Cuyahoga County, Ohio on behalf of its Cuyahoga County Division of Job and Family Services which may be identified as the Division of Children and Family Services, a governmental agency, or other Cuyahoga County agency or entity (hereinafter referred to as "DCFS") and a provider of services, which may include foster care, residential care, emergency shelter, independent living, and/or group homes (hereinafter referred to as the "Provider") identified as:

**Woods Services, Inc.**  
**P.O. Box 36**  
**Langhorne, PA 19047**

WITNESSETH

WHEREAS, DCFS is charged under Ohio Revised Code Chapter 5153 with the responsibility of the administration of child welfare, subject to the rules and standards of the Ohio Department of Jobs and Family Services (ODJFS); and

WHEREAS, DCFS is charged under Ohio Revised Code Chapter 5153 with entering into contracts, within or outside the county or state, to provide care which DCFS determines is in the best interest of any child determined to be in need of public care service; and

WHEREAS, the Provider is engaged in furnishing placement services to children, who are in the custody of and/or the responsibility of the Cuyahoga County Division of Children and Family Services; and

WHEREAS, the parties to this contract understand the importance of the Adoption and Safe Families Act (ASFA), codified at 42 U.S.C. 1305, et seq., and the parties desire to satisfy the outcomes developed by the federal and state agencies responsible for implementation of ASFA; and

WHEREAS, the parties to this contract understand the importance of the Family to Family concepts, as advocated by the Casey Foundation and agree to support the implementation of the Family to Family concepts; and

WHEREAS, the Provider supports the provision of culturally appropriate services; and

WHEREAS, DCFS wishes to purchase such services, which are identified in Attachment A to this contract from the Provider.

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NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, DCFS and the Provider agree as follows:

**1. PURCHASE OF SERVICES**

A. Subject to the terms and conditions set forth in this Contract, the Provider agrees to furnish, and the DCFS agrees to purchase those services as delineated in Section 5 & Attachment A, for children who are referred and authorized by Cuyahoga County Division of Children and Family Services or other Cuyahoga County agency or entity in the manner set forth in Section 8 "Referral Procedure." Services which have not been included in this Contract shall be separately purchased if approved by DCFS. Provider agrees to provide placement and related services for children in the care and custody of the PCSA consistent with current state and federal laws, federal and state regulations, and the PCSA's policies and procedures, in effect prior to the date of this contract, October 1, 2013.

B. The Individualized Child Care Assessment (ICCA) and amendments to the ICCA and/or other appropriate documents will be utilized in the placement process. The ICCA will be issued as a DCFS form.

C. When the Provider accepts a placement, the provider will fax the DCFS acceptance form to the Placement Department.

D. DCFS Placement Department will provide a written document confirming the placement and confirming the per diem. The parties will consider this document as an Amendment to the ICCA.

**2. TERMS & CONTRACT PERIOD**

*A. Contract Period*

This Contract will be effective for the nine (9) month period from October 1, 2013 through June 30, 2014, unless otherwise terminated, at an amount not to exceed the following amount which shall be identified as the "Maximum Dollar Amount", based on the current per diem for each service provided.

**The Maximum Dollar Amount is \$210,000.00.**

*B. Other Terms*

1. Nothing in this Contract shall be construed as a guarantee by DCFS that DCFS will make referrals to the Provider, at all or at a level that would result in the Provider earning the Maximum Dollar Amount. DCFS will pay Provider for, and Provider shall be entitled to receive payment for, services actually purchased

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by DCFS. The amount of such payments will be determined according to the rates for such services as set forth herein.

2. Both parties agree that the dollar amount of the Contract may be amended during the contract period. Any Amendment of the contract requires approval from the Cuyahoga County Executive and/or Council. Such amendment may take place for any reason, including, but not limited to, an underutilization of contract services by DCFS, an overutilization of contract services by DCFS, an increase or decrease in the Title IV-E rate, or an increase or decrease in funds available to DCFS.

3. In the event that the Provider anticipates that it will render services hereunder to DCFS placed child(ren) during the period beginning on the first day of the term hereof and ending before the expiration of the term hereof that will result in aggregate billings to DCFS in an amount equal to at least 80% of the Maximum Dollar Amount of the Contract, the Provider will be entitled to request an amendment to the Maximum Dollar Amount of the Contract. The parties will begin negotiating such an amendment within two weeks after such request is received by DCFS. If the parties are unable to agree, for any reason, upon such an amendment prior to the expenditure of 100% of the Maximum Dollar Amount, DCFS may opt to: (i) terminate the Contract; or (ii) continue to utilize the services of the Provider at the case rate set forth herein. Notwithstanding the foregoing, any duty or obligation for payment in excess of the Maximum Dollar Amount is subject to the County's procurement and contracting procedures set forth in the Cuyahoga County Code.

4. Adjustment to contract Amount: DCFS reserves the right to unilaterally adjust and amend the maximum contract amount should it determine that the Maximum Dollar Amount will not be expended during the contract period based on DCFS' quarterly projections. DCFS will give notice of 21 days to the Providers affected advising of the proposed amendment before seeking a Cuyahoga County resolution. The purpose of the 21 day notice is to give the parties affected a period of time to discuss the proposed adjustment or amendment.

5. Waiver: The Provider expressly waives its signature and approval of the contract amendment submitted to Cuyahoga County permitting the adjustment/amendment, based on the information provided in the 21 day notice referenced in section 4.

6. The total contract amount specified in Section 2 above is the maximum liability of DCFS for services under this contract, provided that this amount is appropriated and certified as available.

### 3. MUTUALITY AND RECIPROCITY

In exchange for the per diem(s) to be paid for services rendered, the Provider is responsible for each of its obligations under this Contract. The Provider shall not be held responsible for noncompliance with the Contract terms where an authorized agent has waived compliance. To assist the Provider in determining who is an authorized agent it shall be the responsibility of the DCFS to publish and disseminate a list of all designated parties who are authorized to give consent for all areas stated in this Contract.

In situations where compliance has not been waived and the Provider believes that the DCFS has made compliance impracticable or impossible, the Provider shall provide a written notification to DCFS within 72 hours of the incident. The notification shall include a statement of the incident which outlines the conduct believed to have made compliance impracticable or impossible. The DCFS Deputy Administrator of Resources and Placement or designee shall review the written statement to determine whether compliance was impracticable or impossible, as well as to determine the required remedy no later than 10 working days from the date of issuance of the notice of dispute to all other parties.

#### **4. COOPERATION AND NON-INTERFERENCE**

A. DCFS and Provider agree to refrain from interfering in each other's administrative, programmatic, personnel, or operational functions. DCFS and Provider further agree to cooperate in order to improve service quality and cost effectiveness. Any changes, programmatic or in service requirements that vary from those in effect on the date of this Contract will be negotiated in good faith. The notion of good faith negotiating shall include the joint consideration of the impact to child (ren), Provider, and DCFS.

##### ***B. DCFS POLICY STATEMENTS***

1. DCFS policy statements relevant to the Provider and are to be shared, in written form, with the Provider.

2. Training will be provided on new/amended policies based on mutual agreement of need by DCFS and the Provider.

3. If the Provider materially alters, adds, omits or otherwise changes its way of providing services hereunder during the time period covered by this Contract, the Provider shall furnish written notification to DCFS not less than 60 days prior to implementation.

#### **5. COST AND DELIVERY OF PURCHASED SERVICES**

##### ***A. FISCAL RULES***

1. Providers agrees to follow the fiscal accountability rules which include, but are not limited to OAC Chapter 5101:2-47 and ODJFS interpretations now in effect and which may be issued during the life of this contract. The intent

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of this contract is to comply with the fiscal accountability rules and ODJFS interpretation. If any portion of this contract conflicts with the fiscal accountability rules and ODJFS interpretation, then those rules supersede that portion of this contract.

2. Providers must complete an invoice that includes all services provided under contract. A new contract or amendment is required to add a new service or to adjust a per diem. The IV-E facility identification number must be completed when submitting an initial contract or amendment involving an additional service.

3. Providers must complete an invoice or other appropriate documentation for each child who is being provided a service at a rate different than the per diem listed in a contract. This rate difference or add-on might be an increase or decrease in the per diem listed in the contract. The Provider's invoice must match the agreed upon rate.

4. Subject to the limitations specified in this Contract, DCFS shall pay the Provider at the appropriate listed rate for each day that a child, duly placed by the Placement Unit or authorized agent (Hotline, after hours) receives one of the following services, or services approved per section 1.A. of this contract. The services which will be contracted for and the per diems, as well as certain break outs of costs, are listed in Attachment A, entitled 'Service Listing' which shall be considered part of this contract.

5. Payment for service will be made for dates of admission, readmission, and return (i.e., return from AWOL status) to the Provider. Payments will not be made for dates of discharges, transfer or departure (i.e., departure due to runaway/AWOL status) from the Provider, unless a different arrangement has been approved by the Deputy Administrator of Resources & Placement or his/her designee.

6. Payment for the services to non-medicaid eligible children shall be authorized only upon prior approval by the Deputy Administrator of Resources or his/her designee.

#### 7. Reimbursement

DCFS is reimbursed by separate formula for the administration and maintenance portions of the per diem paid to providers.

Providers shall report the Administrative and Maintenance portions of the per diem rate per ODJFS guidelines.

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*B. LEVELS OF CARE*

1. DCFS has utilized its placement tool to identify six (6) levels of care. Level 1 is considered basic foster care provided at a family foster home. Level 2 is considered a Treatment Foster Home and shall be identified as Treatment Foster Care level.

2. If a provider has an appropriate program, then the third or fourth levels will be considered Treatment Foster Homes and identified as Treatment Foster Home Levels 3 & 4. Levels 5 & 6 are considered Residential placements.

3. The definitions contained in OAC 5101:2-1-01 and/or 5101:2-1-01.1, which may also be included in section 27, entitled Definitions, shall be applied to the types of foster care or residential treatment referenced in this contract.

4. DCFS may review the current level of a youth in care at intervals determined by DCFS. Provider agrees to assist with the provision of information necessary for the completion of the placement tool.

*C. FOSTER PARENT PAYMENT*

The Provider certifies to the DCFS that payments to foster care providers for each service will be an amount consistent with the rates reported to ODJFS. The Provider agrees to notify the Deputy Administrator of Resources and Placement in writing should the payment to foster care providers change. All information received relative to foster parent payments shall be used to claim Title IV-E reimbursement for the DCFS.

*D. EDUCATION COST (Out-Of-State Residential Facilities, Only)*

The Provider of residential services located outside of Ohio will provide a break out for educational cost. This will constitute the daily cost expended by the Provider for the education of DCFS children placed under this Contract.

*E. CREDITS AND THIRD PARTY PAYMENTS*

1. The Provider is required to seek payment from any third party payor for services rendered which may be covered by such third party. These services include, but are not limited to, mental health, dental and medical services. If a third party payor could or should have paid for the services, then it is the sole responsibility of the Provider to arrange for such payment. To assist the Provider, DCFS will apply for a medicaid number, as may be required to secure a source of payment for services, such as medical, dental or mental health, which may be, or should be, covered by other third parties, as soon as practical. Services eligible for payment from alternative sources, such as, but not limited to, the third party payors, such as the medicaid program or any other Mental Health Board program, may not be billed to DCFS, without prior authorization from the Deputy Administrator of Resources and Placement or his designee. DCFS will consider

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invoices for services when the county ward is determined not to be eligible for payment from other programs for reasons, including for example, exceeding financial eligibility requirements.

In situations where the Provider does not possess a medicaid number or other information required to bill a third party payor for services provided to the child (ren), the Provider must take the actions herein described. First, the Provider must contact the various telephone services available, such as the Medicaid Hotline (216-432-3389) or the ODJFS. If the situation cannot be resolved, then the Provider must take the following actions. The failure to take the action described herein results in the waiver of claims for payment of these services from DCFS. The Provider is responsible for notifying DCFS, within ninety (90) days from the date of placement, that the Provider does not possess the medicaid number or any other information required to seek reimbursement from other programs, which could pay for services provided beyond those contemplated within the per diem.

The notification must be in writing and include as much of the following information, as possible: the child's name, including all names the child may have been known by (to the extent known by the Provider), date of placement, social security number, date of birth, person number and date of service. The notification must be sent by facsimile transmission to DCFS's Business Services Manager (216) 432-3386. DCFS may require a specific form be used for these purposes. The notice must be received by facsimile transmission within the 90 day period referenced above. A Provider who fails to notify DCFS within the prescribed time period or within the time frames listed in this paragraph will be deemed to have waived any and all claims for payments for such otherwise reimbursable costs from DCFS. Upon receipt, DCFS will review the information and seek to assist in resolving the medicaid number or other such issue. The Provider shall, after receiving information from DCFS, file the claim within 5 business days of receipt of the information from DCFS, or within the applicable time period, whichever time period is greater.

In all cases, the Provider shall seek reimbursement (whether an initial or subsequent request) from a third party payor within the applicable time period. The provider shall file a claim within the applicable time period for all services for which payment may be had from alternative sources with the information it has in its possession. The Provider shall resubmit the claim, within the applicable time period as may be required. The failure to file an initial or resubmitted claim within the applicable time period is a waiver of any claim for reimbursement from DCFS.

The DCFS shall retain the right to recoup funds upon the final determination that third party funds are duplicates (in the aggregate) of the DCFS payment(s) to the Provider or in the event of failure by the Provider to properly credit any and all such third party payments. Such recoupment action may include the withholding

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from subsequent reimbursement an amount equal to any uncredited or duplicate third party payments. The mechanism for such determination is set forth in Section 20.

2. DCFS shall be the payee for any child who is receiving Supplemental Security Income (SSI). The Provider will notify the DCFS' Business Services' Manager if a child placed with the Provider is in receipt of or becomes aware of child becoming eligible for SSI any time during placement.

*F. ABSENCES*

1. Vacations: DCFS shall continue payment to the Provider, at the per diem rates specified in Section 5, for vacations approved by the worker of record (WOR) and the Senior Manager for Contracted Placement. Vacation requests may be denied if an acceptable plan cannot be established.

2. Hospitalization/Stabilization: DCFS shall make payment to the Provider, at the per diem rate specified in Section 5, during the first fourteen days of a child's hospitalization or stabilization, if the Provider continues to provide social services to the child, and the child is returned to the Provider's care immediately upon discharge from the hospital or stabilization.

Partial reimbursement rates will be contracted for and the per diems, as well as certain breaks out of costs, are set 50% of the per diem rate, unless agreed to by DCFS, and are available for a child hospitalized longer than fourteen days, if the Provider notifies DCFS's Senior Manager for Contracted Placement or his/her designee in writing regarding the hospitalization or stabilization and requests continued payment. The Provider shall no longer invoice or bill unless the hospital or stabilization stay beyond fourteen days has been approved by the Deputy Director of Resources and Placement or his/her designee in writing.

3. Visits: DCFS shall continue payment to the Provider, at the per diem rate as specified in Section 5, for as many short term and home visits as are deemed to be necessary, feasible, and authorized by the DCFS.

4. Detention home admissions: DCFS may, in its discretion, continue payment for a length of time deemed appropriate, but in no situation can such time period exceed fourteen (14) days. The Provider must continue to provide social services to the child, and the child must be returned to the Provider's care immediately upon discharge. Additional payment is available for longer absences upon the mutual agreement of the parties and upon the final written approval from either the Senior Manager for Contracted Placement or the Deputy Administrator of Resources and Placement

5. Runaways and AWOLS: DCFS may, in its discretion, continue payment for a length of time deemed appropriate, but in no situation can such

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time period exceed fourteen (14) days of an absence which is not the result of a Provider or Department decision (i.e., runaway or AWOL periods) as long as the Provider notifies the WOR and Contract Placement Resource Manager (CPRM) (Hotline after hours and weekends) immediately and within no more than three hours of the child's absence or failure to return that continues for at least eight hours. The three hours shall be measured from the time the Provider obtains knowledge of the absence or failure to return of the child that continues for at least eight hours.

The Provider may request that the placement be "held" during the time period the youth is AWOL or in runaway status. The following does not impact the provider's obligation to contact DCFS's Hotline at (216) 696-KIDS regarding the situation. As to holding the placement, the provider shall e-mail the request to a select group of the staff at DCFS, which shall include the Senior Manager for Contracted Placement, The Deputy Administrator of Resources and Placement, the Supervisor for Contracted Placement, the Contracted Placement Resource Manager and Worker of Record, with a brief description of the situation and identifying information of the youth. The provider should specify a timeframe for the request, based upon the situation. By requesting to hold the placement open, provider warrants that the youth may return to the placement immediately upon return to care, with an expectation that the youth will remain in the placement which was held open. Provider agrees that it will not request that a placement be held if it reasonably believes that the youth will be placed in a respite home or that it will provide a request for the disruption of the placement. If provider fails to request the placement be held "open", then the provider will not receive payment for the time the youth is AWOL or a runaway.

If the provider does not receive a response from DCFS by the third business day following the e-mail request, then provider is to cease holding the placement. Provider may follow up with DCFS to clarify issues as to holding a placement open. However, absent specific authorization the placement may not be held more than three business days following the date of request.

Additional payment is available for longer absences upon the mutual agreement of the parties and upon the final written approval from either the Senior Manager for Contracted Placement or the Deputy Administrator of Resources and Placement.

Upon cessation of payment by DCFS, the Provider shall take all necessary steps to ensure the prompt and smooth transfer of the child and the child's records. The Provider shall not be held responsible for the child during the child's absence; however, if the child returns and the Provider accepts the child back into the program, the Provider shall again be responsible for such child.

The Provider may petition DCFS, to extend the payment period beyond the 14 days. During this extension period, the Provider shall readmit the child

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immediately upon his/her return. If DCFS has terminated placement or payment, the Provider is no longer responsible for the child; the Provider shall ensure the prompt delivery of all records to DCFS.

*G. TRANSPORTATION (All services):*

DCFS shall be responsible for travel costs incurred at the time of placement, discharge and the vacation periods specified in Section 5 hereof. The Provider shall be responsible for the costs of travel for family visits provided for in the case plan that occur within Cuyahoga County and contiguous counties at a mutually agreed upon Date and Time and Place for family visits. The place for the visits can include the DCFS headquarters, DCFS deployed sites, neighborhood centers and other such sites. DCFS will reimburse Provider for costs incurred as the result of increased family visits provided for in an amended case plan. The Provider will be reimbursed for costs incurred for transportation for family visits outside Cuyahoga County or contiguous counties with the prior approval of the Senior Manager for Contracted Placement. All reimbursement to Provider shall be at the same mileage rate that is paid to DCFS employees for ground travel.

The Provider shall not make commercial inter-city travel arrangements, and will not be reimbursed for, travel costs incurred on behalf of children placed pursuant to this Contract, unless such arrangements have been prior authorized by DCFS's Senior Manager for Contracted Placement, in writing.

*H. CLOTHING (Residential, Foster Care only)*

1. PLACEMENT: DCFS shall ensure that all children have and/or receive adequate clothing when they are initially placed. At a minimum, clothing for the child shall constitute seven days of clothing and undergarments, including shoes, boots, and a coat as appropriate to the season. Upon placement, the worker of record shall complete a Clothing Request & Clothing Inventory/Assessment Form documenting the needs of the child at placement. If, upon placement or thereafter, the Provider should discover that the child's clothing needs have not been adequately addressed by DCFS, the Provider must, within thirty days of placement, request of the CFS worker of record, in writing, the amount and type of clothing needed, so that additional arrangements can be made. Additional arrangements are contingent on the understanding that such a request meets the criteria as outlined in Sections 5(H)(1)(a) through 5(H)(1)(h) below. If such a request is not received, the child's needs will be considered met and the Provider shall become responsible for the purchase of any additional items of clothing which become necessary. The Provider, through the per diem payment is expected to provide for and maintain an ongoing supply of appropriate and adequate clothing for each child in their care. Special consideration will be given for the following:

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- a. Clothing destroyed/stolen: DCFS will be responsible for replacement of lost, destroyed or stolen clothing as long as the loss was not through the fault or acts of the foster parents or the provider. For Example, the foster parents' disposal of the child's clothing prior to a move would not trigger DCFS's obligations to replace clothing. In such situations, the costs would be charged to the Provider whose foster parents disposed of the clothing. DCFS reserves the right to require documentation of the loss from the Provider. DCFS also reserves the right to deny replacement of items if the documentation is not sufficient.
- b. AWOL: If a child goes AWOL the Provider is responsible for securing the child's clothing for fourteen (14) days. DCFS case worker of record will then be responsible for obtaining the clothing from the Provider.
- c. Natural Disaster/ Fire: Clothing lost as a result of fire will be replaced by DCFS up to the deductible or \$250.00, whichever is less. Insurance coverage should be determined by the caregiver before the worker of record submits a clothing request.
- d. Uniforms: School or technical uniforms for children in placement are allowable once per year up to \$175.00 if the child is enrolled in a school district that requires uniforms. Uniforms for extracurricular activities are allowable once per year up to \$80.00.
- e. Graduation: Expenses are allowable for graduation, up to \$750.00. \$750.00 limit may be increased.
- f. Unusual growth spurts: Extreme height or weight gain or loss may justify a special order. The amount of the order will vary according to the age of the child.
- g. Pregnancy: A special order may be given for pregnancy, up to \$500.00.
- h. Other exceptional circumstances: Other requests may be considered, depending on the facts of the case

2. DCFS will issue a single clothing allowance per child. If a Provider or foster parent purchases clothing prior to receipt of the allowance, then such expenditures must be reimbursed through the clothing allowance funding. DCFS will not reimburse for expenditures in excess of the clothing allowance permitted by DCFS. It is incumbent upon the Provider and/or foster parents to properly budget the funding to ensure that the child has appropriate clothing.

3. DISCHARGE: DCFS and the Provider agree that at the point of discharge, the Provider shall send with the child a minimum of seven (7) days worth of clothing. The Provider shall also provide any clothing purchased for the child during placement and which are appropriate at discharge. At a minimum, clothing for the child shall constitute seven days of clothing and undergarments, including shoes, boots, and a coat as appropriate to the season. On the date of discharge of the child, a DCFS worker shall conduct an inventory for the child of all clothing sent with the child by the Provider. DCFS reserves the right to assess

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a penalty of \$275.00 if the Provider fails without just cause to comply with this paragraph. The penalty will be deducted from future payments made to the Provider pursuant to the terms of this Contract but Provider shall be notified prior to the assessment of the penalty.

4. The Provider may request of the DCFS worker of record the reason for the denial of the clothing order (i.e., clothing order issued within the last six months, clothing request not received within first sixty (60) days of placement) in order to ascertain if the request should receive special consideration as outlined in Section 5 (H) (1).

#### *I. ADDITIONAL SERVICES REQUIRING PRIOR AUTHORIZATION*

1. Level of Care Change - Provider shall seek prior written authorization from the Resource Manager of the Contracted Placement Resource Management Unit for any child specific level of care change in a contracted service per-diem as stipulated in Section 5. Upon receipt of such a request, the Resource Manager shall confer with the Supervisor of the Contracted Placement Resource Manager Unit who approves or denies any such request. The Contracted Placement Resource Manager shall send written approval or denial within five (5) to 10 (ten) working days of the receipt of the original request. The provider shall request review to the Senior Manager for Contracted Placement within 10 (ten) working days of receipt of the written approval or denial issued by the Resource Manager. Such request shall be reviewed by the Senior Manager for Contracted Placement and approval or denial shall be issued within 10 (ten) working days. The effective date of an approved level change is the date DCFS receives all documentation necessary for DCFS to determine the change in levels.

2. Additional Services/Per Diem Increase - The Provider shall seek prior written authorization from the Contracted Placement Resource Manager for payment of all other expenses not addressed herein. Upon receipt of such a request, the Contracted Placement Resource Manager shall confer with the Senior Manager of the Contracted Placement Department and approve or deny any such request. The Contracted Placement Resource Manager shall send in written approval or denial within ten (10) working days. Upon request, any denial shall be reviewed by the Deputy Director of Placement/Resources. The approval shall be time-limited and based on the need of the individual. Extension requests shall be submitted for review 30 days before the expiration date. The process of requesting an extension shall follow the initial request procedure. In an emergency situation, the Senior Manager for Contracted Placement may grant a verbal approval but such approval shall not relieve Provider from submitting a written request as required herein.

The Provider's request shall include, but not be limited to, the following information:

a) the child's specific needs;

- b) the specific services that will be provided to meet these needs, costs and duration of need;
- c) a description of the additional services on the part of the caregiver (e.g., assumption of additional responsibilities, additional training, additional Provider support, etc.) to make this placement work both for the child and the foster family; and
- d) what outcomes are expected and how they will be measured and monitored.

3. DCFS shall refuse to pay for any services that are not specified in this Contract for which the Provider failed to seek prior written authorization from DCFS pursuant to the above procedures.

#### *J. INVOICING INSTRUCTIONS*

1. Providers, in complying with requirements Ohio Administrative Code Section 5101:2-47-23.1, and other Ohio Administrative Code Sections relating to fiscal accountability procedures, must state that invoices are true, correct and accurate, to the best of their knowledge.

2. This statement appears on the last page of the Placement Service Contract Reimbursement Request form. On the Individual Placement Service Contract Reimbursement Request form, it is the last section of the form to be completed. The statement shall be composed for the following:

##### **Statement by the Provider**

I state that the above mentioned information is true, correct and accurate, to the best of my knowledge and that we have adequate and sufficient documentation to support the above mentioned claim and that the reimbursement claimed is based on per diems as negotiated.

3. The Provider shall, within 30 working days following the last day of each calendar month, submit an initial invoice to the Payment Processing Unit, indicating child's name, person number, date of birth, number of days services were rendered, per diem, amount requested and contract number. Invoicing shall be completed on the form provided by DCFS or a form or format, which contains elements as the one provided, by DCFS. Invoices should be submitted electronically or in triplicate to:

Division of Children and Family Services  
Attention: Payment Processing Department  
3955 Euclid Avenue - Room 347-E  
Cleveland, Ohio 44115

4. Resubmission of denied bills or partially paid bill. The Provider may resubmit claims based upon billing statements denied in whole or part or if

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the statement contained an error. The resubmission must be in the form of a separate invoice and contain all the information required of an initial invoice. A resubmitted invoice should be identified as such, and be limited to the amount actually outstanding. The agency will review the resubmission and determine what, if any, amounts may be paid per the resubmission request. If the Provider is still not satisfied with the agency's response to the resubmission, then the Provider may use the Grievance Resolution Procedure of Paragraph 20 as its sole remedy. Resubmissions may not be made after the closure of the contract billing period in section 5.

5. Closure of the contract billing period. DCFS must have a date certain to receive all billing statements for the contract period listed in "Contract Period" section of this contract. The county will not accept or process any initial invoices for the "Contract Period" identified in this contract received after 4:30 pm ninety (90) days following the end of the "Contract Period."

For example, if the "Contract Period" ends June 30, 2012, then the ninety (90) day period expires 4:30 pm on September 30, 2012. Billing statements received prior to the appropriate ninety (90) day time period will be processed per the contract guidelines. As long as the initial invoice is received prior to the 90 day closure, the invoice will be deemed timely and, if payment is denied or partially paid, no resubmission is required. The parties will continue to discuss disputed payment issues and the parties may invoke the grievance process to resolve such issues.

Invoices submitted after the 90-day period shall be deemed untimely and shall not be paid by DCFS. DCFS will reject and not consider such late invoices for payment.

#### *K. PAYMENT*

The Payment Processing Unit will review the Provider's invoice before making payment. DCFS will use best efforts to review and make changes on the invoice received within the period specified above and be processed within fifteen (15) business days of receipt and submitted to the County Auditor's office for payment. Invoice charges are subject to adjustment by the Payment Processing Unit before payment is made, in order to correct for mathematical errors, incorrect rates, non covered services, etc. DCFS shall provide Provider with an explanation for any adjustments to the invoice.

#### *L. SIBLING RATE*

The "sibling rate" is a special rate in situations where: (1) a provider accepts two (2) or more children from a sibling group; (2) the sibling group is placed in the same foster home; (3) at least one of the children is considered by DCFS at level 2 or higher; and (4) other siblings are determined to be at level 1. The Provider will

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receive payment for the level 1 siblings at the treatment foster level 2 rate, reduced by 27.5%.

**6. TITLE IV-E REIMBURSABLE SERVICES**

A. The Provider agrees to comply with all applicable federal and state mandates necessary in establishing IV E reimbursability for all applicable service/programs. The Provider agrees to comply with applicable reporting time deadlines established by the Ohio Department of Jobs and Family Services (ODJFS) and understands that a failure to do so may result in recoupment of those funds actually lost to DCFS as a result of a failure to comply with reporting deadlines. Such a recoupment can be from future payments, following the mechanism set forth in Section 20.

In the event the Provider exceeds the reporting time deadlines for the above mentioned requirements, the Provider, when compliance is achieved, will submit to DCFS's Business Services' Manager the rate approval letter from the Ohio Department of Jobs and Family Services (ODJFS).

B. The Provider agrees to complete a separate ODJFS 2909 or 2910 report (as appropriate) for each service/program under contract with DCFS.

C. If a IV-E audit results in an adverse finding against DCFS due to Provider error, the following procedure shall be implemented:

1. The Provider shall be immediately notified of the audit findings and of the possibility that the Provider may be required to reimburse DCFS.

2. The dispute resolution mechanism (Section 20 of this Contract) shall be used to determine whether the error was the result of acts "in good faith."

3. If it is determined that the error was a result of acts "in good faith," DCFS shall, in conjunction with the Provider, actively participate in the defense of the Provider against the audit findings.

4. If DCFS and the Provider are unsuccessful in defending against the audit findings, the matter shall be resubmitted to the Dispute Resolution mechanism (Section 20 of this Contract) to determine whether and to what extent the Provider shall be required to reimburse DCFS.

**7. PROCEDURES FOR SECURING MEDICAL AND MENTAL HEALTH SERVICES INCLUDING PSYCHOLOGICAL TESTING AND THERAPY**

All provision of medical and mental health and other such services, such as dental services, must be in accordance with federal, state law, ODJFS rules and regulations, as well as DCFS's policies and procedures, in effect prior to the date of this contract, October 1, 2012.

A. MEDICAL/HEALTH CARE SERVICES - Consent for Routine and Minor Office Care/ Treatment AP144

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At the time of placement, DCFS will furnish the Provider with five (5) copies of the Consent for Routine/Minor Office Health Care/Treatment - ap144a and the Medical Service Report (MSR).

1. With the permission of DCFS via a current ap144a/MSR, the Provider is PRE-AUTHORIZED:

- a) within the Provider's Clinic, to directly deliver to the child any needed Routine and/or Minor Office Health Care/Treatment;
  - b) outside the Provider's Clinic, to directly coordinate as a DCFS Provider, the delivery of Routine and/or Minor Office Health Care/Treatment;
  - c) make additional copies of the MSR as needed for reporting back to DCFS a summary of the actual medical/health services delivered and status of care/treatment both within and outside of the Provider's Clinic, and;
  - d) make additional copies of a current ap144a for internal use ONLY in delivering Routine and/or Minor Office Health Care/Treatment within the Provider's Clinic.
2. The Provider is RESPONSIBLE to assure that:
- a) the DCFS child receives all Routine and/or Minor Office Comprehensive Health Care as defined by Ohio Administrative Code, including Healthchek, a preventative health screening program;
  - b) the delivery of all Routine and/or Minor Office Comprehensive Health Care to the DCFS child is kept on file by the Provider including health/medical services provided outside of the Provider's Clinic;
  - c) the delivery of all Routine and/or Minor Office Comprehensive Health Care to the DCFS child is reported to the CFS Health Care Unit (HCU) by faxing or mailing a completed MSR within 24 hours or next business day of the health care/treatment including services provided within and outside of the Provider's Clinic;
  - d) a current copy of the ap144a is maintained as part of the child's medical record at all times, and;
  - e) current copies of the ap144a are made readily accessible to the Provider's entire network caregivers PRIOR to all Routine and/or Minor Office Comprehensive Health Care provided outside of the Provider's Clinic.

B. MEDICAL/HEALTH CARE SERVICES - Consent for Non-Routine, Acute, Invasive and Surgical Care/Treatment including Medications - ap144b/MSR

DCFS will furnish an ap144b to the Provider ONLY after verbal or written consent is requested and granted by a DCFS designee authorized to approve the care/treatment.

1. The Provider is NOT PERMITTED to deliver or authorize any health care or treatment services as indicated below without PRIOR WRITTEN OR VERBAL CONSENT of DCFS.

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- a) Non-Routine/Invasive/Surgical procedures done on an OUTPATIENT BASIS,
  - b) Non-Routine/Invasive/Surgical procedures done on an INPATIENT BASIS,
  - c) Non-Invasive and/or Diagnostic procedures done on an INPATIENT BASIS,
  - d) Any procedures involving localized or general anesthetics done on an INPATIENT or OUTPATIENT BASIS,
  - e) Medications including:
    - 1. Psychotropic and/or non-Psychotropic medications being prescribed for the purpose of altering mood or behavior,
    - 2. those prescribed to treat chronic and/or acute health care concerns,
    - 3. routine medications intended for long term use,
    - 4. those associated with the potential for severe side effects or health risks,
    - 5. any experimental and/or research medications,
    - 6. any medications not covered by Medicaid and costing more than \$50.00.
  - f) HIV/AIDS testing or care except where protected by federal law,
  - g) Sub-specialty referrals and procedures of a non-routine/acute care nature unless approval already has been given,
  - h) Extensive or costly dental or orthodontia procedures and,
  - i) Any URGENT (Non-Life Threatening) care or treatment exclusive of any EMERGENCY (Life-Threatening) care/treatment as deemed to be necessary by licensed medical opinion.
2. the Provider is RESPONSIBLE for:

- a) gathering information from the Medical Provider as requested to assist CFS in giving informed consent on non-routine/invasive/surgical procedures of a non-emergency nature;
- b) obtaining and submitting all required information for invasive/surgical/non-routine procedures to be done on an outpatient basis at least three (3) working days in advance, and;
- c) obtaining and submitting all required information for invasive/surgical/non-routine procedures to be done on an Inpatient basis at least five (5) working days in advance.

### *C. LIFE-THREATENING MEDICAL EMERGENCIES*

In the event of a Life-Threatening Medical Emergency, the Provider is RESPONSIBLE to assure that the child is immediately transported to the nearest health care facility. The Provider, their network caregivers, or appropriate medical staff are to immediately contact the Health Care Unit (216) 431-4500 x2400 or the Hotline (216) 696-KIDS to review the nature of the emergency and to obtain verbal permission to treat. If the situation is life-threatening and due to the risk to

the child, as deemed by licensed medical opinion, there is no opportunity to contact DCFS for prior approval, the Provider or their designee are authorized to consent to Emergency Medical Treatment. In these cases, the Provider or their designee shall, at the earliest opportunity, contact DCFS as noted above with the current information pertaining to the emergency situation involving the child.

#### *D. CRITICAL MEDICAL REPORTS*

Any and all Critical Medical Incidents as defined by Ohio Administrative Code must be reported to DCFS. Critical Medical Incidents of a Life-Threatening Nature must be reported immediately to either the HEALTH CARE UNIT (216) 431-4500 x2400 or the HOTLINE (216) 696-KIDS.

Critical Medical Incidents of a Non-Life Threatening Nature are to be reported preferably within the same day of the incident and in all cases, not later than 24 hours or next business day. Non-Life Threatening Critical Medical Incidents should be reported to the Health Care Unit via phone (216)431-4500 x 2400 or fax (216) 431-4109.

In all cases, a written Medical Critical Incident Report is to be faxed to the Health Care Unit (216)431-4109 preferably the same day but not later than 24 hours or next business day from the time of the incident. Either a MSR or the Provider's version of their Critical Incident Report is acceptable.

#### *E. SPECIAL MEDICAL EQUIPMENT*

Obtaining Special Medical Equipment ordered by a physician for a child in placement is the primary responsibility of the Provider. In those cases, where the child's special medical equipment is not covered by Medicaid, the Provider is to contact the Health Care Unit for authorization PRIOR to ordering the medical equipment. Please refer to Section 7 (F), MEDICAL/HEALTH SERVICES - Responsibility for Payment.

#### *F. MEDICAL/HEALTH CARE SERVICES - Responsibility for Payment*

The Provider will not be reimbursed for medical services rendered to a child if there is a collateral source for payment of the service, (i.e., the child's birth parent HMO coverage and/or responsibility; Title XX, Medicaid, Healthy Start, or DCFS Agency Responsibility).

All out of pocket medical expenses must be pre-approved by the Health Care Unit. DCFS will not reimburse Providers or their network caregivers for any out of pocket medical expenses that have not received pre-approval.

#### *G. MENTAL HEALTH*

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All services that are mental health eligible, with the exception of psychiatric admits, shall be authorized by the Supportive Services Unit or via the intake packet provided by the Placement Unit.

#### H. Emergency Psychiatric Admissions

(See Pre-Admission Procedures for psychiatric hospitals)

These services supported by child's case plan, should be provided on an outpatient basis when not included in the Provider's Contract.

- a.) All services provided to a child must be authorized by the assigned social worker and included in the case plan.
- b.) All services that are Mental Health eligible, must be authorized by Supportive Services.
- c.) Medical - Health Care Unit.

The Supportive Services Unit authorization must be given prior to the initiation of the service. The child's social worker requests the services from the Supportive Services Unit which, in turn, processes a referral to a provider for that service.

### 8. REFERRAL PROCEDURE

A. (ALL SERVICES) - DCFS shall refer children to the Provider via its Placement Services and Hotline staff. Children will be placed in the least restrictive, most appropriate setting. DCFS will determine the child's level of care by use of its assessment tool. Children will be placed in appropriately licensed settings.

B. Levels of Care Standards: The placement of children will be based upon DCFS's levels of care. The levels of care will be determined by application of DCFS's Assessment Tool. Attachment B to this contract establishes minimum expectations for support provided for each of the levels of care.

C. The Provider shall notify DCFS's Placement Services Unit of the Provider's decision to accept a child for planned placement within 5 working days of receipt by the Provider from DCFS of the referral and all relevant documents and information (such as DCFS's Assessment Interview Tool, which is now part of the ICCA, a description of the child's history, etc.) or, if an emergency, immediately after receipt of the referral and such documents and information. The Provider agrees to notify the foster parent of the information given by DCFS to ensure that all are informed of the child's needs and situations.

D. DCFS will provide child information as stipulated in O.A.C. 5101:2-42-90 through the ICCA.

E. DCFS reserves the right to determine the priority of placement of children who have been placed on a waiting list.

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F. The presentation of a referral to the Provider by DCFS does not imply priority or constitute an agreement by DCFS to place and/or pay for services rendered.

G. No child accepted for placement by the Provider shall be placed until DCFS's Placement Services or Hotline staff approves the placement date. No child shall be placed by DCFS without prior approval of the Provider.

H. DCFS will not be responsible for payment of services rendered to a child prior to the placement date approved by its Placement Services Unit, or the Hotline Staff (after hours only).

I. DCFS will not pay for the placement of a non-custody child placed with a Provider without a special authorization by the Placement Unit Senior Manager for Contracted Placement or Deputy Administrator for Resources and Placement.

J. The Provider will receive a complete referral admission package (Form C-1) for children placed during regular business hours (M-F/8:00 A.M. to 10:00 P.M.). The Provider will receive information and medical triage for children placed after hours by the 696-KIDS Hotline. The complete referral admission package, including the ICCA, will be furnished to the Provider by the placement department within ten (10) business days.

K. DCFS reserves the right to suspend referral of children to the Provider during the contract period at any time DCFS has reasonable cause to believe that such referral would cause DCFS to violate any provision of the Ohio Revised Code, Ohio Administrative Code or other applicable state or federal law or that such referral would place a child in risk of harm or be contrary to the best interests of the child. A suspension of referrals imposed pursuant to this paragraph shall be subject to the Dispute Resolution Mechanism set forth in Section 20 of this Contract.

L. DCFS will furnish Provider with an ICCA for each child referred. The Provider shall furnish a copy of the ICCA, which includes the Assessment Interview Tool, to a foster parent for each child placed with the foster parent. Provider shall obtain from the foster parent a signed acknowledgment that they have received a copy of the Assessment Interview from the Provider. Any time the child is moved the Provider shall furnish the new placement with a copy of the ICCA and obtain a signed acknowledgment from the placement that they have received a copy of the ICCA. Provider shall retain a copy of all signed acknowledgments and provide a copy to the DCFS Placement Unit.

## **9. PROGRAMMATIC REPORTING REQUIREMENTS**

A. **TREATMENT PLAN:** The Provider agrees to submit the Placement Treatment Plan, when applicable, within 45 days after placement, to the child's worker of record and DCFS's resource manager.

B. **QUARTERLY REPORTING:** The Provider shall submit by mail or e-mail, to DCFS, a quarterly progress report for each child placed pursuant to this Contract. This report will be submitted, once every three months from the date of the initial treatment plan, to the child's DCFS worker of record and the DCFS resource manager. Each report should meet the specifications of the quarterly reporting

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format. The quarterly report shall include the child's grades from the most recent reporting period as well as school attendance at a minimum. A copy of the report card and other such documentation is also acceptable.

C. NOTICE OF PROVIDER CASE CONFERENCE MEETINGS: The Provider agrees to notify the child's DCFS worker of record and the DCFS Resource Manager of Provider Case Conferences, to be held at its agency, at least seven working days prior to the case conference. Attendance by the DCFS worker of record and/or supervisor, provider case manager, and/ or representative shall be required at the staffing. All other parties involved shall be encouraged to attend.

D. CHANGE OF ADDRESS OF FOSTER FAMILY: The Provider agrees to notify the child's worker of record and resource manager as to a foster family's change of address two weeks prior to the planned move. In those circumstances where the foster family fails to inform the Provider of the move in a timely manner, the Provider agrees to notify the child's worker of record and resource manager within three working days after receiving notification of the move.

E. The Provider shall immediately report any of the following information of which it is aware to the DCFS Hotline:

1. a DCFS placed child found to have contracted any serious illness or injury;
2. a DCFS placed child involved in delinquent activity;
3. a DCFS placed child who runs away or otherwise absents himself/herself from the Provider's care for more than eight hours. Notice shall be given within three hours of the time Provider obtains knowledge of such incident.
4. any information required to be reported by O.R.C. 2151.421;
5. any abusive or neglectful act to a DCFS placed child and not previous known to DCFS;
6. any injury, disability or condition that indicates a DCFS placed child has been abused or neglected while in the care of the Provider;
7. any violation of a rule that the a foster home would be required to report to the Ohio Department of Jobs and Family Services pursuant to the requirements of the Ohio Administrative Code;
8. any incident in which a DCFS placed child has been present in a home in which another child has committed an act that would require a report to the Ohio Department of Jobs and Family Services, local PCSA, law, enforcement authority or other licensing authority even though such child was not a victim or participant in the act;
9. the death or life threatening illness of any DCFS placed child.

F. Case Plan: Provider is responsible and expected to participate in development of the case plan. DCFS is responsible and expected to participate in the development of the child's treatment or service plan.

## 10. CHILD MOVEMENT

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A. No child placed pursuant to this Contract shall have his or her placement residence changed, without prior approval of Placement Services staff/Hotline (after hours).

B. Definition of Placement: A child's "placement residence" is defined as the child's congregate care placement, independent living placement, or licensed foster placement.

C. *PROCEDURE FOR MOVEMENT*

1. Prior to any child being moved, Provider or DCFS worker of record shall request and DCFS shall hold a placement preservation staff meeting at which a plan will be established. The child shall be moved only after this plan is established and consensus reached, and only in accordance with this plan, unless there is deemed to be an emergency.

2. In the event that at the staffing, no consensus is reached as to whether the child needs to be moved and/or needs additional services, the Provider shall:

- a) Contact the Senior Supervisor of Placement or his/her designee to request a hearing;
- b) If there is no satisfactory outcome, the Provider shall implement the Dispute Resolution Procedure outlined in this Contract in Section 20.

3. Emergencies: If there is deemed to be an emergency, a staffing shall be initiated according to the following procedures:

- a) During business hours: If there is deemed to be an emergency during business hours, the Provider shall call the DCFS Worker of Record and Placement Services staff for approval of an emergency movement and to schedule a staffing. A staffing under these circumstances will occur within twenty-four (24) hours or the next business day.
  - b) During non-business hours: If there is deemed to be an emergency during non-business hours, Provider shall call the 696-KIDS HOTLINE and request the DCFS Worker of Record's and the Hotline's staff approval for the emergency movement and to schedule a staffing. The HOTLINE shall furnish an answer to the Provider within five (5) hours of Provider's initial call. The DCFS Worker of Record will arrange for a staffing within twenty four (24) or the next business day and the staffing shall occur within this time frame.
  - c) If there is a disagreement between DCFS and the Provider in regard to the emergency removal from the child's current placement residence, and all designated DCFS administrative levels concur as to the non-removal decision, the Provider may proceed to contact its executive director or designee for the purpose of contacting the DCFS Executive Director or designee.
  - d) If Section 10 (C) (3) (a), (b), or (c) does not result in a satisfactory outcome; the Provider shall implement the Dispute Resolution Procedure outlined in this Contract in Section 20.
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**D. RESPIRE CARE**

1. Planned Respite shall be defined as any use of an approved alternate caregiver as documented in a child's case plan or Department-Substitute Caregiver agreement. The Respite caregiver shall be described by name and identified in any of those agreements. The WOR shall be notified and approve the respite. At no time may respite care exceed a consecutive 14 day time period.

Any respite care, in excess of 8 hours, shall be only with an approved respite care provider as defined in OAC 5101:2-5-13(A)(11) and section D.2. of this contract, unless another person is specifically approved, in writing, by the DCFS Senior Supervisor for Placement.

2. The Provider's approval process shall include, at a minimum, the following:

- a) Background check as defined in the Ohio Revised Code and the Ohio Administrative Code.
- b) References, and
- c) Safety audit if the child is to be cared for out of home. Reference O.A.C. 5101:2-7-12.

3. Any emergency respite shall require the initiation of a placement preservation staffing. The DCFS caseworker shall initiate the staffing. Emergency Respite is defined as anything not included within Planned Respite. (See, Section 10 (D) (1)).

**E. PLACEMENT LOCATION PREFERENCE**

1. The parties agree to follow OAC 5101:2-42-05 entitled "Selection of a Placement Setting" as it now exists and as it may be amended. It is the policy of CFS to place children in the least restrictive, appropriate setting and if possible, their identified neighborhood.

2. Siblings: The parties agree to implement DCFS's Sibling Policy number 6.01.04. The parties agree that siblings should be placed together whenever possible. Requests for reimbursement of incidental costs related to implementation of the sibling policy, including transportation costs, may be submitted to the Deputy Administrator of Resources and Placement.

**11. DISCHARGE PROCEDURES**

**A. PLANNED DISCHARGE**

When it is determined that a child is to be discharged by plan, the Provider shall convene a treatment team meeting to develop the discharge plan. The meeting

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will include the DCFS Worker of Record and/or supervisor, the case manager or representative and any others integral to the discharge plan. The Provider will furnish the following information, if applicable, available and not in violation of law:

1. a complete medical report which describes any immunizations and/or non-routine medical care that the child received during placement;
2. the child's most recent Individualized Education Plan (IEP);
3. school transcripts and credits;
4. the most recent psychological or psychiatric evaluation available;
5. a discharge summary which includes a description of all significant progress regression, events, etc., that occurred during the placement.
6. When removal is requested pursuant to Section 11 (C) or at a time other than in an emergency, the above listed information shall accompany the Provider's removal request and will be used for discussions within the DCFS Case Review Staffing Process.

#### **C. UNPLANNED DISCHARGE**

1. It is understood and agreed that, should the Provider request the unplanned removal of any child placed pursuant to this Contract, such request, except in the case of an emergency (See Section 10 (C) (3)), shall be made in writing at least 14 days prior to the requested removal date from foster care, 30 days prior to the requested removal date from group home care, 45 days prior to the requested removal date from residential services, and 48 hours prior to the requested removal time from emergency shelter. Such request shall be made to the DCFS worker of record and the appropriate resource manager and the case review facilitator in conjunction with the agreed upon DCFS Case Review Staffing process as delineated in Section 10.

2. During the time between when the removal is requested and the removal is effected; the Provider and DCFS pledge to negotiate in good faith to help maintain the child in the Provider's facility.

#### **12. CHILD ADVOCATE**

The Provider agrees to designate an individual, not in the Provider's administrative hierarchy, to function as a "Child Advocate" by being available to receive and respond expeditiously to any complaint or concern made by or on behalf of children placed in the Provider's care that the Provider has mistreated, discriminated against, or is not meeting the needs of a child/children in the Provider's care.

#### **13. ADDITIONAL PROGRAMMATIC REQUIREMENTS**

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*A. LICENSING*

**1. STAFF**

All staff employed by Provider that furnishes services pursuant to this Contract shall be properly licensed, certified or accredited as required by the Ohio Administrative Code or other applicable federal, state or local regulations.

**2. FOSTER HOMES**

All Foster Homes shall maintain all requirements for the issuance and maintenance of a license. No foster home will be used by a Provider that does not meet license and training requirements. The provider will immediately notify DCFS' Resource Manager if one of its foster parents who are currently fostering a DCFS child fails to comply with licensure requirements.

**3. TRAINING CLASSES PROVIDED BY CFS**

As to CFS sponsored training, OAC 5101:2-5-40(N) and other applicable regulations will be followed. Payment for training will follow OAC 5101:2-5-38(A) & (B). DCFS will open its training program to private providers. DCFS reserves the right to restrict private provider enrollment based upon a predetermined number of course participants. DCFS will allow registration by the provider on a first come, first served basis. DCFS and the provider agree to the following payment structure to cover the cost of the training.

DCFS will charge to the Provider at the rate of \$45.00 per 3-hour time block, with additional hours billed at the rate of \$15 per hour, per participant.

DCFS will notify the provider, in advance of the date of the training class, if the cost of a class is greater than the rates quoted above.

The provider is solely responsible for recovering training payments from ODJFS or other sources.

DCFS will recover the costs of training from the providers by billing the provider directly. The Provider agrees to remit payment within 30 days after receipt of the DCFS billing.

Private Providers will be charged for the registration whether or not the foster parent attends the session; unless the registration is canceled 24 hours previous to the day of the class.

*B. LICENSING VIOLATIONS*

The Provider agrees to advise the Senior Manager for Contracted Placement of any deficiency cited by the Provider's licensing authority, which constitutes

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noncompliance with a licensing requirement and remains uncorrected 30 days after a written citation is issued.

*C. FOSTER CARE ONLY*

It is understood and agreed that the Provider is to place a child (ren), referred by DCFS, only into licensed foster homes within the Provider's own network. The Provider agrees to repay DCFS for any funds lost as a result of an audit finding against DCFS due to the Provider placing a child referred by DCFS into an unlicensed foster home.

*D. HOMESTUDY, RECERTIFICATION, AND FOSTER PARENT LICENSE*

It is agreed that DCFS shall have access to foster parent home studies, and recertifications for foster parents caring for children referred by DCFS, subject to confidentiality considerations. A copy of the current foster home license shall be provided to the appropriate resource manager.

The Provider shall provide all information needed to formulate the Caregiver Agreements and shall adhere to the provisions agreed to therein for each child placed pursuant to this Contract.

*E. CONFIDENTIALITY*

The Provider shall protect from unauthorized disclosure all confidential information in its possession relating to children/families receiving services pursuant to this Contract. The Provider shall not use any such information for any purpose other than carrying out Provider's obligations under this Contract (e.g., medical care, schools, etc.) Provider agrees that the use or disclosure by any party, or its partners, subcontractors, employees, volunteers or agents of any information concerning children and family members served under this Contract, for any purpose not directly related to the performance of Provider's responsibilities under this Contract is strictly prohibited, except upon the specific written consent of the parent, guardian or person authorized to give consent.

*F. BACKGROUND REVIEWS*

1. The Provider agrees to comply with O.R.C. 2151.86 and agrees that it will not hire or continue to employ under its administrative control, any individual who has been convicted of the offenses as described in O.R.C 2151.86.

2. (FOSTER CARE ONLY) GENERAL USAGE

a) At the time the Provider desires to license a home, or decides to use a licensed home which has not previously been used by DCFS, or has not been used by DCFS in the six months previous to the date of the request, the Provider shall ask the Contracted Placement Resource Unit (CPR) whether the CPR would authorize

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the use of the home for the placement of children in custody of DCFS.

b) The CPR Unit shall make every reasonable effort to respond to the request within five (5) business days. The Unit may take additional time if needed but not more than thirty (30) days.

*G. CASE MANAGEMENT CONTACT RESPONSIBILITY (FOSTER CARE ONLY)*

1. For the purposes of this section, the term "contact" or "visit" are interchangeable as many Providers utilize alternate terminology.
  2. The Provider agrees to visit any child in DCFS custody as follows:
    - a) Family Foster Care: The provider will assure that case management visits or contacts take place at least monthly. One such monthly visit shall be a face to face contact in the home.
    - b) Treatment: The Provider will assure that case management contacts take place. There will be a minimum of two face-to-face contacts that occur bi-weekly each month with the specialized foster parent and the child. One such contact shall be in the foster home.
    - c) Treatment Level 4: The Provider will assure that face to face case management contacts take place weekly. At least two of these contacts per month shall be in the foster home.
  3. One visit , as stipulated in Section G-2, to the foster home per month will be made and documented according to the requirements of OAC 5101: 2-42-65. This visit will be known as the Rule 5101:2-42-65 visit. This visit and documentation thereof will also address the child's safety and well-being within the substitute care setting. In assessing the child's safety and well-being, the Service Provider will assess and document the following through observation and information obtained during the contact or visit:
    - (a) The child's current behavior, emotional functioning and current social functioning within the substitute care setting, and any other settings/activities in which he or she is involved.
    - (b) The child's current vulnerability. Child "vulnerability" means the degree to which a child can avoid or modify the impact of safety threats or risk concerns. (OAC 5101:2-1-01.1)
    - (c) The protective capacities of the child's caregiver(s). "Protective capacities" means family strengths or resources that reduce, control, or prevent threats of serious harm from arising or having an unsafe impact on a child. (OAC 5101:2-1-01.1)
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(d) Any new information regarding the child, the substitute care setting, or the substitute caregiver's willingness or ability to care for the child including but not limited to:

- (i) Changes in the marital status.
- (ii) Significant changes in the health status of a household member.
- (iii) Placement of additional children.
- (iv) Birth of a child.
- (v) Death of a child or household member.
- (vi) A criminal charge, conviction or arrest of any household member.
- (vii) Addition or removal of temporary or permanent household members.
- (viii) Family's relocation.
- (ix) Child's daily activities.
- (x) A change in the caregiver's employment or other financial hardships.

(e) Any supportive services needs for the child or caregiver to assure the child's safety and well-being.

(f) The child's progress toward any goals in the case plan as applicable from information obtained from the child and caregiver.

(g) Permanency planning in accordance with the child's case plan.

4. A standard statement in the documentation of the Rule 5101:2-42-65 visits will include date, time and location of each visit, child's name, and name of all individuals present during the contact, and a statement that indicates any change, both positive and negative in the above mentioned areas. This would be documented by the statement:\* ***"According to Rule 5101:2-42-65, Caseworker Visits and Contact with Children in Substitute Care, Section D requirements for visitations, there have been no changes in the areas needed for assessment except for the following:"*** Examples could include statements like: "The child's vulnerability seems to be reduced because of greater confidence in her own abilities and self-esteem." Or "The foster father's diabetes has significantly improved. The foster mother is continuing to monitor phone calls to the foster child that could be coming from the step-father who is not supposed to have contact with her."

\* The statement in bold italics is to be part of every Rule 5101:2-42-65 contact. This documentation will be submitted to CFS monthly.

5. The Provider's acceptance of this responsibility in no way negates the Department's right and duty to visit a child placed pursuant to this Contract in the caregiver's home.

6. Documentation of all other visits shall be reported in the child's quarterly report. Such notes will include comments on the child's adjustment to the substitute care setting.

#### **14. EVALUATION/CONTRACT MONITORING**

DCFS shall conduct an evaluation and/or contract monitoring as described in Ohio Administrative Code 5101:2-47-23.1(F)1 & 2, of the parties performance of this Contract pursuant to service performance evaluation standards and procedures that are established by DCFS.

#### **15. RECORDS RETENTION REQUIREMENTS**

A. Provider agrees that it will follow the record retention requirements in Ohio Administrative Code 5101:2-47-23.1(B)(7).

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 submitted to the Agency pursuant to this Contract will be retained and made available by the Provider for inspection and audit by the Agency other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, 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 for a minimum of three years after reimbursement for services rendered under this Contract.

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 the three years have expired, whichever is later.

B. Provider further agrees to maintain the confidentiality of all children and families served. No information on children served will be released for research or other publication without the express written consent of DCFS Administrator.

C. Provider agrees to keep all financial records in a manner consistent with Ohio Administrative Code 5101:2-47-23.1(B)(10).

D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall

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be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

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

Provider acknowledges, in accordance with R.C. 149.431, that certain financial records related to the performance of services under this Contract may be considered to be public records and agrees to treat them accordingly.

#### **17. AUDIT**

A. The Provider agrees to follow ODJFS rules and requirements including Ohio Administrative Code 5101:2-47-23.1(B)(9) regarding financial reporting and audits in existence at the time of this contract and as modified during the term of this contract.

B. Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.

C. If through an audit of Provider's cost report in accordance with Ohio Administrative Code rule 5101:2-47-01(N) or other applicable sections, it is discovered that non-allowable costs were reported on the Title IV-E cost report, Provider agrees to refund to Agency any overpayments resulting from the non-allowable costs, which resulted in a finding against DCFS. This refund is designed to make the Agency whole, since the Agency may be responsible for refunding all overpayments to ODJFS.

D. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with the Ohio Department of Job and Family Services (ODJFS). Failure to timely file the Title IV-E cost report will result in the Provider refunding to DCFS the amount equal to the loss actually suffered by the PCSA. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.

#### **18. CIVIL RIGHTS & COMPLIANCE WITH LAWS**

Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulation including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American with Disabilities Act, the Age Discrimination Act of 1975, as amended, the Inter-Ethnic Act, Multi-Ethnic Placement Act (MEPA), the Adoption and Safe Families Act and any laws of the United States or State of Ohio which are applicable. All services and programs will be provided on a nondiscriminatory basis as required by federal, state and local civil rights laws, and the policies and procedures of ODJFS and the county.

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This includes any and all federal and state regulations and rules, including but not limited to compliance with rules adopted during the time period of this contract. If the federal or state governments promulgate rules, amendments, of any kind or type, the parties agree that they will act, and the contract must be construed, as requiring acts in compliance with all laws and regulations. During the performance of this Contract, Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, handicap, political belief or place of birth. Provider will take affirmative action to ensure that all employees are treated during employment without regard to race, color, religion, sex, national origin, ancestry, age handicap, political belief or place of birth. Such action shall include, but is not limited to, employment upgrading, demotion or transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Multi-Ethnic Placement Act (MEPA), 42 U.S.C. 1996b prohibits the consideration of race, color or national origin in placement decisions, except under narrow circumstances. The Provider agrees that it will document decision making in written form to show the considerations used. The Provider will notify DCFS immediately if the Provider deems it proper, under MEPA or state law, to consider race, color or national origin. The Provider agrees that placement will not occur, in those matters where the Provider has chosen to consider race, color or national origin, until it contacts DCFS and completes all requirements of federal and state law.

Provider agrees not to establish or knowingly permit any such practice(s) of discrimination or segregation in reference to anything relating to this Contract, or in reference to any network members or subcontractors of Provider. That the provider will cooperate with federal, state, and/or local governmental officials assigned to investigate allegations of violations of law. This may include the United States Department of Health and Human Services and the ODJFS Bureau of Civil Rights.

Provider agrees to comply with applicable laws, regulations, directives or codes, issued by the United States government or agency, as well as the State of Ohio or state agency, as required per Ohio Administrative Code 5101:2-47-23.1(B)(8), which states, in pertinent part:

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the provider.

## **CONFLICT OF INTEREST POLICY**

The Provider agrees to follow all ethics laws and follow the conflict of interest policy of DCFS. The provider agrees it will provide DCFS' conflict of interest policy to its employees.

The Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.

## **19. INDEMNITY**

- A. The Provider agrees that it will at all times indemnify and save harmless DCFS, Cuyahoga County, and any and all officers, agents, servants, or employees thereof against any and all liability, loss, damages, costs or expenses which DCFS or Cuyahoga County and any and all of their respective officers, agents, servants, or employees may hereinafter sustain, incur, or be required to pay due to: (1) any negligent, reckless or intentionally wrongful acts or omissions of the Provider related to the performance of this Contract and that cause any child placed pursuant to this Contract to suffer personal injury, death, property loss, or damage, either while participating in or receiving services furnished by the Provider under this Contract, or while on the premises or in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officers, agents, servant, or employee thereof, or (2) any child placed pursuant to this Contract causing personal injury, death, property loss, or damage to be suffered by another person while the child placed pursuant to this Contract is either participating in a program or is receiving services furnished by the provider under this Contract if such personal injury, death, property loss or damage is the direct result of the negligent, reckless or intentionally wrongful acts or omissions of the Provider.
  - B. The Provider acknowledges that as an Ohio political subdivision, Cuyahoga County does not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and Cuyahoga County may be interpreted to obligate Cuyahoga
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County to indemnify or defend Provider or any other party.

**20. DISPUTE RESOLUTION MECHANISM**

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

- A. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Contract. The parties shall agree to a mutual date and place of the preliminary meeting. The preliminary meeting shall take place not later than ten working days from the date of issuance of the notice of dispute to all other parties. A copy of the notice shall be sent to the Administrator of DCFS and to the Executive Director of the Provider.
  - B. Within ten days of receiving the notice of a dispute, the parties involved in the dispute between DCFS and the Provider shall conduct a preliminary meeting. Any party may bring additional staff to attend the preliminary meeting. The party complaining of the dispute shall make all arrangements for the preliminary meeting.
  - C. The parties shall make good faith efforts to resolve the dispute at the preliminary meeting. All statements made during the preliminary meeting shall be privileged as settlement discussions and shall not be used for any purpose in any further proceeding.
  - D. In the event that the dispute is not resolved at the preliminary meeting, the party complaining of the dispute shall, within ten days of the preliminary meeting, give notice of the continuing dispute to DCFS and to the Provider.
  - E. Within five working days after receipt of the notice of the continuing dispute, the appropriate Department Manager, and/or specifically designated customer services' staff and the Provider shall attempt to mediate the dispute.
  - F. If they are unable to mediate the dispute, the parties may employ the appropriate Deputy Administrator of DCFS and the Provider shall attempt to mediate the dispute.
  - G. If they are unable to mediate the dispute, it shall be referred to the Administrator of DCFS, or his designee, for review and determination.
  - H. If they are unable to mediate the dispute, the Administrator of DCFS will make the determination, which will be non-binding.
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I. Once a party initiates this process, the entire process must be completed. Neither party shall be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

**21. CONSTRUCTION**

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. If any portion of this Contract is found to be unenforceable due to statute, or administrative or judicial decision, the operation or enforceability of the unaffected balance of this Contract shall not be effected thereby.

**22. NON- ASSIGNMENT**

Provider shall not assign or transfer any interest in this Contract without the express written permission of the DCFS and may subcontract for services only as expressly provided for in this Contract. The provisions of this section do not extend to contracts entered into between Provider and foster parents.

Any subcontract for services entered into by Provider with the approval of DCFS shall be in writing and shall specifically require any subcontractor to comply with the terms of this Contract. DCFS retains the right to review and approve all subcontracts entered into by Provider that relate to any service Provider is contractually required to furnish pursuant to the terms of this Contract.

**23. STATUS OF PROVIDER**

Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services purchased by County/DCFS hereunder. Provider agrees that it is an independent contractor for all purposes including, but not exclusively limited to, the application of the Fair Labor Standards Act, the Federal Insurance Contribution Act, applicable provisions of the Internal Revenue Code, applicable provisions of Ohio Tax law, Workers Compensation Law and Unemployment Compensation Law.

**24. MISCELLANEOUS-ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties with respect to all matters that are the subject of this Contract. This Contract may be amended only by the mutual agreement of the parties and only by a writing signed by both parties. The only exception is the "Maximum Dollar Amount" which may be

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adjusted unilaterally per Section 2 entitled "Contract Period." The parties specifically acknowledge that no promises, warranties or representations have been made to or relied upon by them other than those contained in this Contract.

## **25. TERMINATION**

A. Either party may terminate this Contract by giving thirty (30) days written notice to the other party.

B. The County/DCFS may suspend or terminate this Contract immediately by delivery of written notice to Provider for any of the following breaches of the contract: failure by Provider to maintain in effect all licenses required by law, failure by Provider to provide any of the services contracted for in the manner agreed upon or in accordance with the time provisions contained in this Contract; failure by Provider to maintain qualified staff in the numbers agreed upon in this Contract; failure by Provider to provide data according to the time frames established in this Contract, provide access to records in a timely manner or failure to submit to DCFS any of the reports required by this Contract according to the time frames set forth in this Contract. The County/DCFS may suspend or terminate this Contract immediately by delivery of written notice to Provider for any other reason deemed to be a material breach of the terms of this Contract whether or not such reason is specifically set forth herein.

C. If this Contract terminates or is suspended for any reason, including under this Section 25, or due to non-renewal or non-extension of this Contract, the following provisions shall apply:

1. DCFS may, but need not, make new referrals to the Provider after such termination or suspension, unless, in the case of a suspension, such suspension ceases, and the Provider may, but need not, accept any such referrals.

2. Unless otherwise requested by DCFS, the Provider will use reasonable efforts to transfer children placed by DCFS with the Provider to other providers approved by DCFS or to such other place as approved by DCFS as soon as reasonably practicable.

3. DCFS will continue to be obligated to pay for services rendered to each DCFS child who was placed with the Provider before or after the date of termination or suspension of this Contract until such time as the Provider transfers such child to another provider or to another approved place. The amount of such payments will be set in accordance with the rates set forth in this Contract as if this Contract was then in effect.

4. The Provider will furnish a report as of the date of the suspension or termination, and at the end of each month thereafter, until all DCFS placed children have been transferred, detailing all work completed up to and including such date. Such report shall include, as a minimum, all information required in Section 7 and 8 hereof.

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5. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.

D. Upon breach of the material provisions, obligations or duties contained in this Contract by either party, the other party may exercise any administrative, contractual, equitable, or legal remedies available to it, without limitation. However, any lawsuit must be commenced in the Cuyahoga County Court of Common Pleas. The waiver of any occurrence of breach is not a waiver of subsequent occurrences, and each party retains the right to exercise all remedies to which it may be legally or equitably entitled. If the County/DCFS or Provider fails to perform an obligation under this Contract and, thereafter, such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be considered effective unless it is in writing and signed by an authorized representative of such party.

## **26. FORCE MAJEURE- LABOR DISTURBANCES**

A. Force Majeure: If the Provider fails to perform any of its obligations hereunder, in whole or in part, due to acts of God, epidemics, floods, lightening, fire, loss of utility service (for reasons not including the non-payment of bills), acts of law, or any other unexpected or disruptive event beyond the reasonable control of the Provider, the Provider will not be in breach of this Contract due to such failure.

B. Labor Disturbance(s): If the Provider fails to perform any of its obligations hereunder, in whole or in part, due to a strike(s), lockout(s) or other labor disturbance(s), the Provider will not be in breach of this Contract due to such failure.

C. If an event occurs which is covered under section 26(A) or (B), i.e., force majeure or labor disturbance(s), the Provider shall provide written notice, sent by facsimile transmission, to the Administrator of DCFS within 24 hours of the occurrence. The correspondence will set forth the Provider's arrangements and/or plan to meet the needs of the children in care. DCFS reserves the right to compare the services provided during an event, covered under section 26(A) or (B) to this contract, with the services required by this contract and negotiate adjustments as to the amounts payable under this contract. If agreement cannot be attained, the Provider shall implement the Dispute Resolution Procedure outlined in this Contract in Section 20.

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**27. COMPLETION OF FORMS**

The provider agrees to complete the Ohio Department of Public Safety form HLS 0038 (3/10) entitled "Government Business and Funding Contracts."

**28. EDUCATION**

It is the expectation of DCFS that children in foster care will attend the general public school system that serves the foster home. The provider or foster parent believing that a school, other than the general public school serving the foster home, does not meet the child's needs, or that another school would better meet the child's needs, may forward a letter to the WOR and his/her supervisors explaining the request. This letter should explain payment of costs associated with the request. Only the Administrator of DCFS may provide written permission for a child to attend a school other than the general public school system serving the address of the foster home.

**29. DEFINITIONS**

**DEFINITIONS GOVERNING THIS CONTRACT**

The following definitions shall govern this Contract:

**A. IV-E Allowable Costs** means those costs as specified in accordance with 5101:2-47-11(C) and 5101:2-47-25 of the Ohio Administrative Code.

**B. IV-E Unallowable Costs** means those cost as specified in accordance with 5101:2-47-11(C) and 5101:2-47-26 of the Ohio Administrative Code.

**C. C.F.R.** means Code of Federal Regulations.

**D. Administration Costs**, as defined within the Ohio Administrative Code.

**E. Maintenance Costs**, as defined within the Ohio Administrative Code.

**F. Foster Home**, as defined by R.C. 5103.02(D), means a private residence in which children are received apart from their parents, guardian, or legal custodian, by an individual reimbursed for providing the children nonsecure care, supervision, or training twenty-four hours a day. "Foster home" does not include care provided for a child in the home of a person other than the child's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. Family foster homes and specialized foster homes are types of foster homes.

**G. Family foster home**, as defined by R.C. 5103.02(B), means a foster home that is not a specialized foster home.

**H. Specialized Foster Home**, as defined by R.C. 5103.02(G), means a medically fragile foster home or a treatment foster home.

**I. Medically Fragile Foster Home**, as defined by R.C. 5103.02(E), means a foster home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:

(1) Under rules adopted by the Ohio Department of Job and Family Services governing payment under Chapter 5111. of the Revised Code for long-term care services, the children require a skilled level of care.

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(2) The children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions.

(3) The children require the services of a registered nurse on a daily basis.

(4) The children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.

**J.** Treatment Foster Home, as defined by R.C. 5103.02(H), means a foster home that incorporates special rehabilitative services designed to treat the specific needs of the children received in the foster home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, developmentally disabled, or who otherwise have exceptional needs.

**K.** Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).

**L.** Government Auditing Standards means generally accepted government auditing standards issued by the Comptroller General of the United States.

**M.** Office of Management and Budget (OMB) Circular A-110. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.

**N.** Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.

**O.** Office of Management and Budget (OMB) Circular A-87. Cost Principles for State, Local and Indian Tribal Governments.

**P.** Office of Management and Budget (OMB) Circular A-133. Audits of States, Local Government and Non-Profit Organizations.

**Q.** WOR means the Worker of Record, which is the Provider social worker assigned to the particular child or that social workers' supervisor.

### **30. FORMS**

DCFS Forms are to assist the implementation of this Contract. DCFS may, from time to time, alter or modify the forms. The parties agree and understand that modification, alteration as well as the addition or subtraction of forms required by DCFS does not constitute or establish an alteration or modification of this contract. Further, it is expressly understood that any language or wording on DCFS or Provider forms may not be relied upon by DCFS or the Provider to create contractual obligations. The terms of the contract control the rights of the parties. The forms are simply used to assist the flow of information as may be required to implement this provision of services under this contract.

### **31. INSURANCE**

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The Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

**A. Mandatory Insurance Requirements**

The following items (Worker's Compensation Insurance, Commercial General Liability Insurance, Business Automobile Liability Insurance and Professional Liability/Errors & Omissions Insurance) are all mandatory requirements unless otherwise specified.

1. **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Providers with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;  
\$1,000,000 each employee for bodily injury by disease;  
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

2. **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
\$1,000,000 personal & advertising injury;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

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**4. Professional Liability Insurance/Errors & Omissions Liability**

Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$1,000,000 per claim;

\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

**5. Sexual Abuse/Molestation Endorsement to the Commercial General Liability policy.**

**B. Insurance Coverage Terms and Conditions**

1. The insurance policies of the Provider required for this contract, with the exception of the Professional Liability/Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

(ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above.

3. These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.

4. The Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

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6. The Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

**32. GOVERNING LAW/JURISDICTION**

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

**33. ELECTRONIC SIGNATURE**

BY ENTERING INTO THIS CONTRACT, PROVIDER AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

**34. SACWIS**

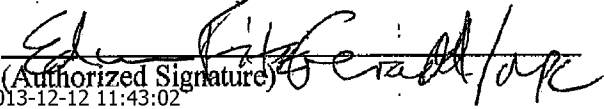
The parties to this Contract are aware that CFS will be utilizing the State Statewide Automated Child Welfare Information System (SACWIS) as of December 2008. The parties to this Contract understand and agree that utilization of SACWIS will impact the manner that the parties have provided care to the youth and families served. The parties to this Contract understand and agree that SACWIS implementation will require changes to the practice, procedure, deliverables and other terms and conditions of this Contract. These change will not be known until SACWIS is fully implemented. The parties agree to meet and discuss all SACWIS related issues and utilize the dispute resolution mechanism in paragraph 20, if necessary. Provider hereby agrees that changes to practice,

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procedure, deliverables and other terms and conditions of this Contract required by the implementation of SACWIS cannot be considered a breach of this Contract. The terms of this Contract must be read to permit compliance with all requirements of SACWIS and any changes required by the implementation of SACWIS supersede any conflicting contractual obligations.

IN WITNESS WHEREOF, Cuyahoga County and the Provider have entered into this Contract which is effective as of the 1st day of October 2013.

CUYAHOGA COUNTY, OHIO:  
Edward FitzGerald, County Executive

  
(Authorized Signature) \_\_\_\_\_ Date \_\_\_\_\_  
2013-12-12 11:43:02

PROVIDER: *Woods Services, Inc.*

By  \_\_\_\_\_ Date *10/9/13* \_\_\_\_\_  
(Authorized Signature)

Amended Attachment A "Service Listing" to:

CUYAHOGA COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
CONTRACT FOR EMERGENCY SHELTER, INDEPENDENT LIVING,  
EMERGENCY SHELTER, INDEPENDENT LIVING,  
AND GROUP HOMES

The "effective date" of the terms of this Amendment will be October 1, 2013, to June 30, 2014

Instructions:

Please complete one Service/Description Box for each service which is the subject of this contract.  
This Amendment must be completed, attached to each contract and returned to CFS.

Network Provider Name	SACWS Description	Description	Facility Id	Program Code	Maintenance	Administrative	2013 Amended Per Diem Rate
WOODS SERVICES		Level 6 Residential Treatment		6RX	\$ 366.56	\$ 50.04	\$ 417.00
		Hospitalization/Partial Reimbursement Rates are 1/2 the original per diem					