



HAMILTON COUNTY PURCHASING DEPARTMENT

Purchasing Department

138 East Court Street, Room 507
Cincinnati, Ohio 45202
Phone: (513) 946-4355

<http://www.hamilton-co.org/purchasing/>

County Administrator:

Jeffrey Aluotto

Assistant County Administrator:

Holly Christmann

Director of Purchasing:

Jill Williams

Board of County Commissioners:

Alicia Reece, President
Denise Driehaus, Vice President
Stephanie Summerow Dumas

Date of Issuance.....December 4, 2023

Proposal Opening Date.....February 14, 2024

Request for Proposal Number... 098-23

**Subject..... Multi-use Residential Treatment and Educational program
at the Hillcrest Training School location**

Proposals will be received by the County until 11:00 AM (EST) on the Proposal Opening date set forth above. No late proposals will be considered by the County. Bidder may submit its bid in one of the following manners:

1. Electronic proposal through *Periscope S2G, Supplier-to-Government, formerly known as Bid Sync*;
2. Sealed paper proposals mailed or hand-delivered to the Issuing Officer at Hamilton County Purchasing Department, Room 507, 138 East Court Street, Cincinnati, Ohio 45202; or

RFP documents may be obtained upon application at the Purchasing Department, or they may be electronically retrieved by accessing the following web site: <http://www.hamilton-co.org/purchasing/>.

Offerors can register with *Periscope S2G, Supplier-to-Government, formerly known as Bid Sync* by calling 1-801-765-9245 or by visiting the website at <https://www.bidsync.com/hamilton-county>. There is no charge for Hamilton County solicitations. Offerors will receive notification of all postings made by Hamilton County for the commodity selections you have made.

If you need **HELP** preparing an electronic response, please feel free to contact *Periscope S2G, Supplier-to-Government, formerly known as Bid Sync* Supplier support @ 1-800-990-9339 ext #1.

DEPARTMENT NAME: Hamilton County Juvenile Court

STREET ADDRESS: 800 Broadway

CITY, STATE AND ZIP CODE: Cincinnati, OH 45202

Offerors submitting proposals to this Request for Proposals (“RFP”)¹ must realize that other Hamilton County entities may elect to utilize the proposal for their use after its original award. All proposals must include the length of time that the prices and services offered are available and effective but for no less than one hundred twenty (120) days. The pricing submitted in the proposal can only be used for the effective time period specified in the original proposal.

Proposals may be submitted and will be equally considered for one, multi, or all service areas outlined. Whether working independently or as a team, all qualified Offerors will be considered. Juvenile Court is seeking to identify superior providers who are eminently qualified for each service area.

In its efforts to promote small business participation in Hamilton County projects, it is the policy of the Board of County Commissioners, Hamilton County, Ohio (“the Board”) that no contracting decision or contract award shall be based upon race, color, creed, sex, national origin, age or other unlawful basis. The County is an equal business opportunity governmental entity, and has always provided and will continue to provide, equal business opportunities in accordance with this policy.

¹ Any references to this Request for Proposals or “RFP” shall include any addendum thereto.

GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

1. The Board and the Hamilton County Juvenile Court (hereinafter “Juvenile Court” or “Department”) (collectively, with the Board, hereinafter “County”) reserve the right to reject any or all proposals and, unless otherwise specified by the Offeror, to accept any item in the proposal.
2. The Board and the Juvenile Court reserve the right to reject any proposal in which the Offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices the Board and the Juvenile Court consider to be excessive, compared to existing market conditions, or determine exceeds the available funds of the Board and/or the Juvenile Court.
3. The Board and the Juvenile Court reserve the right to cancel or reissue the RFP if the services and supplies offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP; the prices submitted by the Offerors are excessive compared to existing market conditions or exceed the available funds of the Board and the Juvenile Court; or the Board and the Juvenile Court determine that award of a contract using the factors and criteria set forth herein would not be in the best interest of the County.
4. The Board and the Juvenile Court reserve the right to reject, in whole or in part, any proposal that the Board and the Juvenile Court determine, using the evaluation factors and criteria developed to receive and evaluate each proposal, would not be in the best interest of the County.
5. The County is an equal business opportunity governmental entity and recognizes that small businesses promote employment and economic growth. The County encourages the participation of small businesses on County projects.
6. It is expected that payments will be made on a monthly basis for goods and services satisfactorily delivered as further described herein.
7. In case of default by the selected Offeror, the Board and the Juvenile Court may procure the services and goods from other sources and hold the Offeror responsible for any excess costs occasioned thereby.

8. Prices must be stated in the units or quantities specified.
9. Whenever a reference is made in the specifications or in describing the services, goods, materials, or supplies services required, of a particular trade name or manufacturer's catalog or model number, the Offeror, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the proposal by the Offeror and accepted by the Board and the Juvenile Court.
10. If accepted, the Offeror must, within one hundred and twenty (120) days (unless extended by the County, in writing) after receiving notice of award of a contract, be willing to: a) enter into a written contract for the materials, supplies, or services set forth in this RFP on the negotiated terms and conditions; and b) faithfully perform said contract according to its terms, conditions and the specifications set forth therein. Offeror will promptly pay all damages and expenses of the Board and the Juvenile Court by reason of its failure or refusal to enter into said contract. The Board and the Juvenile Court will treat all Offerors alike in every respect, and the Juvenile Court and the Juvenile Court will take final action on this and all other proposals no later than one hundred and twenty (120) days (unless extended by the County, in writing) after all proposals are opened. No proposal shall be considered as accepted, nor any obligation assumed hereunder by the Board or the Juvenile Court, until such time as the Board deposits in the U.S. Mail and/or via email written notice, addressed and/or transmitted to the successful Offeror or Offerors at the address and/or email given an award of a contract.
11. Samples, when requested, are returned at the Offeror's expense.
12. The Offeror agrees to comply with all current and any new laws, rules, or regulations concerning public buying procedure.
13. The Offeror with its usual signature must sign its proposal. Proposal by partnerships must be signed with the partnership name and by one of the members of the partnership or by an authorized representative followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the President, Secretary, or any other individual person authorized to act on its behalf of contracting matters.
14. Proposals, to receive consideration, **MUST BE RECEIVED** by 11:00 AM on the Proposal Opening Date, as designated on Page 1 of this RFP.

15. An Offerors submitting its proposal electronically must submit their proposal through Periscope S2G by **11:00 a.m. EST** on the Proposal Opening Date of **February 14, 2024**. An Offeror who is submitting a paper copy of its proposal must mail or deliver **one (1) original copy, one (1) copy, and one (1) entire electronic copy and (1) redacted copy (CD or Thumb Drive in one printable file)** of the entire written proposal to the **Issuing Officer** at the address listed in **Section 1.2, Issuing Officer** by **11:00 A.M. EST** on the Proposal Opening Date of **February 14, 2024**. All proposals must reference **RFP#098-23- Multi-use Residential Treatment and Educational program at the Hillcrest Training School location**.
16. Upon request, a receipt will be issued for all proposals received. Proposals received after the deadline will not be considered. No telegraphic, facsimile, or telephone proposals will be accepted. If mailed, the Offeror should use certified or registered mail, UPS, or Federal Express with return receipt requested.
17. Proposals having erasures or corrections thereon may be rejected unless explained or noted over the signature of the Offeror.
18. Offerors must submit proposals on all items requested. Unit price(s) must be shown, if requested.
19. Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building.

TAXES

OHIO SALES TAX: Not applicable to purchases by County.

FEDERAL EXCISE TAX: Not applicable to purchases for essential government functions.



REQUEST FOR PROPOSALS #098-23

FOR

**MULTI-USE RESIDENTIAL TREATMENT AND EDUCATIONAL PROGRAM AT
THE HILLCREST TRAINING SCHOOL LOCATION**

Issued by

**THE BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY,
OHIO**

December 4, 2023

1.0 INTRODUCTION

The Board of County Commissioners, Hamilton County, Ohio on behalf of Hamilton County Juvenile Court is accepting electronic or sealed proposals for a Multi-use Residential Treatment and Educational Program for the Hillcrest Training School (“Hillcrest”) program, as further described herein (the “Program”). The Program is made up of the following areas: (1) Residential Service Area, (2) Programmatic and Behavioral Health Care Service Area, (3) Educational Service Area, (4) Food Service and (5) Medical/Dental Service Area (individually a “Service Area” and collectively the “Service Areas”). The provisions of services described herein are for the benefit of youth referred to the Hillcrest Training School by the Juvenile Court (“Youth”). The purpose of this RFP is to select an Offeror(s) who submits the proposal the Board and Juvenile Court determine is most advantageous to the Board and Juvenile Court, based on the evaluation factors and criteria set forth in this RFP. The Offeror(s) selected from this RFP process shall provide, as one entity or in partnership with other submitting organizations, the Service Areas as described in Section 4.0, Requirements and Specifications.

1.1 Project Schedule:

<u>ACTION ITEM</u>	<u>DELIVERY DATE</u>
Offeror’s Pre-Bid Conference Hamilton County Hillcrest Training School Meet: Security Office 246 Bonham Road Cincinnati, Ohio 45215	December 15, 2023 11:00 AM – 3:00 PM
Deadline for Receiving Final RFP Questions:	January 3, 2024 by 12:00 PM
Deadline for Issuing Final RFP Answers:	January 10, 2024 by end of business day
Deadline for Proposals Received by Issuing Officer (RFP Opening): Gina Richmond, Purchasing Agent, Hamilton County Purchasing Department, 138 East Court Street, Room 507, Cincinnati, Ohio 45202	February 14, 2024 @ 11:00 AM

1.2 Issuing Officer:

The RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current Board procurement procedures, and Ohio law.

The mailing address for sending a proposal, asking questions regarding the proposal process, technical issues, or the requirements and specifications is:

**Gina Richmond- Purchasing Agent
Hamilton County Purchasing Department
138 East Court Street, Room 507
Cincinnati, Ohio 45202**

All questions regarding this RFP must be presented in writing and e-mailed to:

Purchasing@hamilton-co.org
(RFP number should be entered in the subject line of any communication)

1.3 Offeror's Conference and Registration Process:

An Offeror's Conference will take place at the Hamilton County Hillcrest Training School, 246 Bonham Road, Cincinnati, Ohio 45215 (Meet: Security Office) on **December 15, 2023 @ 11:00 AM**. The purpose of the conference is to answer questions related to the RFP and to allow a walk-through of the premises. Representatives from Juvenile Court, the Hamilton County Facilities Department, and the Hamilton County Purchasing Department will be available to answer questions. Offerors will be given an opportunity for a walk-through of the premises and allotted time for building inspections. This conference and building inspection is highly recommended for all those who intend to submit a proposal. Site visits/inspections will not be longer than five (5) hours. Pictures of the facilities will be permitted but at no time can any photographs be taken of any of the youth in residence. Questions will be entertained during this conference and upon conclusion of the tour.

Offerors interested in submitting proposals must register by e-mailing the registration form document to:

Purchasing@hamilton-co.org
(RFP number should be entered in the subject line of any communication)

Registration helps insure that Offerors receive all addenda and copies of all questions and answers given.

The integrity of the competitive proposal process is very important to the Board in the administration of its business affairs, the residents of the County, and Offerors and providers that participate in the process in good faith. Behavior that violates or attempts to manipulate the competitive proposal process in any way is taken very seriously.

Offerors may not engage in unauthorized communication. Unauthorized communication includes in person visits, telephone calls, letters, emails, or faxes either directly or through a third party regarding the project/RFP to individuals associated with this RFP, as described below.

Communication being e-mailed, mailed, or faxed regarding the RFP process, technical aspects or requirements and specifications are to be sent to the Issuing Officer only at the address listed in **Section 1.2, Issuing Officer**. No questions can be received after **January 3, 2024, at 12:00 P.M. EST**. The final responses will be emailed on **January 10, 2024** at the close of business. Only Offerors who register for the RFP will receive copies of all questions and answers.

While an Offeror may not initiate discussions with individuals associated with the RFP, those individuals may initiate discussions with an Offeror to clarify and negotiate proposals. Such communications are authorized communications.

If the Offeror attempts any unauthorized communication with individuals associated with this RFP, the Offeror's proposal may be rejected.

"Individuals associated with this project" include:

- County Public Officials;
- County Project Managers and their staff assigned to the project;
- Individuals involved with the evaluation process; and
- Any employees of the Board or the Juvenile Court working on the project.

1.4 Offeror Disclosures:

Offeror must be able to certify that Offeror has no final judgments against it that have not been satisfied at the time of award in the total amount of fifty percent (50%) of the proposal amount of this project. Such certification must be provided in the Required Responses.

1.5 Offeror Examination of the RFP:

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

If any Offeror discover any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the Issuing Officer of such ambiguity, conflict, discrepancy, omission or other error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to **Section 1.6, Addenda to RFP**. Clarification shall be given by email to all parties who registered

without divulging the source of the request. All Offerors who plan to submit a proposal must register pursuant to **Section 1.3** of this RFP.

If an Offeror fails to notify the Issuing Officer prior to **January 3, 2024, at 12:00 P.M. EST** of an ambiguity, conflict, discrepancy, omission or other error in the RFP known to the Offeror, or if an ambiguity, conflict, discrepancy, omission or other error that reasonably should have been known to the Offeror, the Offeror shall submit its proposal at the Offeror's own risk, and if awarded the contract, the Offeror shall not be entitled to additional compensation or time by reason of the ambiguity, conflict, discrepancy, omission or other error or its later correction.

1.6 Addenda to RFP:

Any addenda to this RFP will be issued by the County Issuing Officer by email to all Offerors that have registered using the procedure previously mentioned in **Section 1.3, Registration Process** of the RFP.

1.7 Availability of Funds:

This RFP is conditioned upon the availability of federal, state, or local funds, which are appropriated or allocated for payment of the requested goods or services. If, during any stage of this RFP process, funds are not allocated and available for the requested goods or services, the RFP process will be cancelled. The Issuing Officer will notify the Offeror(s) at the earliest possible time if this occurs. Neither the Board nor the Juvenile Court will have any obligation to compensate Offeror for any expenses incurred as a result of the RFP process and neither the Board nor the Juvenile Court will incur any liability whatsoever due to the cancellation of such process.

2.0 SUBMISSION OF PROPOSAL

2.1 Preparation of Proposal:

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary or desired. Offerors are encouraged to submit their proposals on recycled paper and to use double-sided copying. Emphases must be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. Offerors responding to the RFP must complete all forms and attachments. Proposals submitted by Offerors that are incomplete will be rejected.

All proposals submitted shall become the property of the Board to use or, at its option, return. Offeror understands that Board and the Juvenile Court are subject to the Ohio Records Act pursuant to O.R.C. Section 149.43. All proposals and associated documents and material furnished by Offeror will be considered public information and will be open for inspection to interested parties after contract is awarded unless such information has been specifically identified and marked by Offeror as exempt from disclosure under the Ohio Public Records Act or other law (“Offeror’s Exempt Information”). For example, information may be exempt from disclosure if it meets the definition of “Trade Secret” in Ohio Revised Code 1333.61.

Offeror’s Exempt Information must be clearly identified and marked as such in the proposal. Each page containing Offeror’s Exempt Information must:

- Be placed in a sealed envelope (hard copy only) or clearly marked (electronic copy);
- Have the basis for non-disclosure status stamped or written in the upper righthand corner of the page and the envelope (if a hard copy) or clearly marked (electronic copy); and
- Be placed in the required order of the response format.
-

For Example, if Offeror has determined that Page 6 of the proposal contains Offeror’s Exempt Information, such as trade secret, then:

- The words “Trade Secret” would be stamped in the corner of the page 6;
- Page 6 would be placed in an envelope (for hard copies of proposals) or clearly marked (electronic copy); and
- The envelope or page that is stamped containing a “Trade Secret” is placed after page 5.

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

The Board and the Juvenile Court reserve the right to require reasonable evidence of Offeror’s assertion that information is exempt from disclosure under the Ohio Public Records Act or other law, though the determination of whether information should be classified as Offeror’s Exempt Information rests solely with Offeror.

If a request is received from a third party to disclosure Offeror’s Exempt Information, Offeror will be notified of such fact. Offeror shall promptly notify the County, in writing, that either i.) the County is permitted to release the Offeror’s Exempt Information, or ii.)

Offeror intends to take immediate legal action to prevent its release to a third party. A failure by Offeror to respond within five (5) business days shall be deemed permission to the County to release such material or information regardless of any notation or marking that Offeror may have made on such material or information as to the confidential or proprietary nature of such material or information.

Offeror shall defend and indemnify County in all legal proceedings against County which occur or result from County's withholding of Offeror's Exempt Information.

2.2 Proposal Cost:

The cost of developing proposals is entirely the responsibility of the Offeror and shall not be chargeable to or reimbursed by the Board or the Juvenile Court, under any circumstances. Offeror must certify that the proposal will remain in effect for the duration specified. All materials submitted in response to the RFP will become the property of the Board and may be returned only at Board's option and at the Offeror's expense.

2.3 False or Misleading Statements:

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Offeror, may be rejected. If, in the opinion of the County, such information was intended to mislead the County, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected. **Offerors who mislead the County by providing demonstrations with products, features or services that are not included in their proposal will have their proposal rejected.**

2.4 Offeror's Signature:

An individual who is authorized to contractually bind the entity must sign the proposal. The signature shall indicate the title or position the individual holds with the Offeror. Entities, which sign contracts with the name of the entity, must provide the name of an officer for signature validation by the County. Any and all unsigned proposals will be rejected.

2.5 Delivery of Proposals:

Offerors submitting their proposals electronically must submit their proposals through Periscope S2G, Supplier-to-Government, formerly known as Bid Sync, by 11:00 a.m. EST **on February 14, 2024**. Offerors who are submitting a paper copy of their proposal must mail or deliver **one (1) original and one (1) electronic copy, and one (1) redacted copy (CD or Thumb Drive in one printable file)** of the entire written proposal to the **Issuing Officer** at the address listed in **Section 1.2, Issuing Officer** no later than **11:00 A.M. EST on February 14, 2024**. All proposals must reference **RFP# 098-23- Multi-use Residential**

Treatment and Educational program at the Hillcrest Training School location. Upon request, a receipt will be issued for proposals received. Proposals received after the deadline will not be considered. No telegraphic, facsimile, or telephone proposals will be accepted. If mailed, the Offeror should use certified or registered mail, UPS, or Federal Express with return receipt requested.

It is absolutely essential that Offerors carefully review all elements in their final proposals. Once opened, Offerors cannot alter their proposals; however, the Board and the Juvenile Court reserve the right to conduct discussions with any Offeror for the purpose of clarifying or correcting the Offeror's proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

2.6 Acceptance and Rejection of Proposals:

Using the factors and criteria set forth herein, the Board and Juvenile Court reserve the right to:

- Award a contract on the basis of individual items, or on the entire list of items;
- Award or not award any portion of a contract;
- Award a contract in whole;
- Reject any or all proposals, or any part thereof if it determined based upon the factors and criteria described herein that the proposals are not in the best interest of the County;
- Waive any informality in the proposals; and
- Eliminate conditions or terms that are not in the best interest of the County and its residents.

2.7 Evaluation and Award of Contract:

Preliminary Proposal Review:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP and all required forms are completed. Proposals which meet the requirements of the Stage 1 Review will be deemed "Qualified". Those which do not meet the requirements of Stage 1 will be deemed "Non-Qualified". "Non-Qualified" proposals will not be reviewed for Stage 2.

"Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

- **Stage 1 Review**

In order to be deemed "Qualified" proposals must meet the following requirements:

- Timely Submission – the proposal is received at the address designated in the RFP by **February 14, 2024**, 11:00 a.m. EST, and according to the instructions set forth herein.
- Completeness of submission – proposal submission must include the following:
 - Required number of copies (1) original, (1) electronic, and (1) redacted (thumb drive or CD)
 - Easily reproduced, printed on quality paper, single spaced, clearly formatted with type face that is easily read
 - All documents identified in **Section 5.0, Proposal Format and Evaluation Process**

Partial submissions or proposals submitted after the designated deadline are non-responsive and will be deemed “Non-Qualified”.

Proposals which do not meet all of the above first stage review submission requirements will be deemed “Non-Qualified” and will not be reviewed for Stage 2.

- **Stage 2 Review**

All qualified proposals will be reviewed, evaluated, and ranked. At any time during the review, and at any level of the review, the Board or Juvenile Court may request additional information from the Offeror. Information may be requested from sources other than the written proposal to evaluate the Offeror.

All information obtained will be used in conjunction with the data from Stages 1 and 2 to make a final selection.

See Exhibit III for evaluation criteria and scoring.

2.8 Proposal Selection:

Proposal selection does not guarantee a contract for services will be awarded.

The selection process includes:

- All proposals will be reviewed, evaluated, and rated in accordance with this section. The proposals are ranked according to which is most advantageous to the Board and Juvenile Court taking into consideration the evaluation factors and criteria set forth in the RFP.
- If necessary, the Board and Juvenile Court may conduct discussions with Offerors, who submit proposals, for the purpose of clarifications or corrections in order to ensure full understanding of, and responsiveness to, the requirements specified in the RFP, and, if necessary, adjust rankings of the proposals based on these discussions.
- The Board and the Juvenile Court will negotiate with the Offeror whose proposal was ranked the highest to finalize the details of a contract.
- If the Board and the Juvenile Court and the Offeror are able to successfully negotiate a contract, the Purchasing Department will recommend the Offeror to the County Administrator for a contract award. The County Administrator may make a recommendation to the Board for the final award of a contract.

The Board has the final authority to award and execute a contract.

- If the Board and the Juvenile Court and the Offeror are unable to successfully negotiate a contract, the Board and the Juvenile Court will terminate negotiations with the Offeror and will negotiate with the Offeror whose proposal is next highest ranked.
- The Board and the Juvenile Court reserve the right to cancel the RFP or reissue the RFP if doing so is in the best interest of the County.

3.0 TERMS AND CONDITIONS:

The terms, conditions, specifications, and requirements of this RFP along with the Offeror's Proposal as well as all other agreements that may be reached shall be considered contractual obligations, if a contract is ultimately entered into by the Board. Failure to accept these obligations may result in cancellation of the award. All legally required terms

and conditions shall be incorporated into final contract agreements with the selected Offeror. The final contract will also contain additional provisions other than those that are set forth in this **Section 3.0, Terms and Conditions**.

3.1 Type of Contract:

The desired contract structure is one under which the Offeror, or multiple Offerors, designs, develops, and implements the **Residential Treatment at Hillcrest Training School Location** for the Juvenile Court and the Offeror is solely responsible for the execution of the project and contract specifications and requirements, as stated in this RFP.

If the Offeror proposes a different type of approach, it must describe the contractual protection offered to ensure successful completion of the project. Offeror may propose a different type of approach, including a change in contract term if Offeror's proposal would include, but not be limited to, items such as investment in Hillcrest property. Offerors must fax or email a timely question to issuing agent (as described herein) requesting that a different type of approach, including a change in the contract term be considered as part of the RFP. Any different contract approach must be submitted as an alternative proposal.

This does not mean that the Offeror's request will be granted to amend the RFP. All requests will be carefully considered and requests not in the best interest of the County will be rejected.

Offerors wishing to submit proposals are encouraged to utilize the question and answer period available during the proposal process.

Unless permission is granted by the Board and Juvenile Court, Offerors who submit proposals with a contract term and pricing in a manner other than what is requested herein will be disqualified.

Example: If this RFP asks for pricing for three (3) years with two (2) optional (1) year renewal terms and Offeror purposes a one (1) year contract, the proposal will be disqualified and will be rejected. In the same regard, the RFP asks for pricing for an initial term of three (3) years with two (2) optional (1) year renewal terms and the Offeror proposes a five (5) year contract term, the proposal be disqualified and will be rejected.

If the Offeror proposes the use of a sub-contract approach, it must clearly describe the responsibilities of each party and the assurances of the performance the Offeror can provide. To the extent, a sub-contract approach is expected to be used, Offeror must include letters of intent from the sub-contractors expected to deliver goods or services.

3.2 Contract Period, Funding and Invoicing:

The intent of this RFP is to secure pricing for an initial term of five (5) years (“Initial Term”) with one (1) one (1) year optional renewal term (“Optional Renewal Term”) for the Service Areas. It is expected that the Initial Term will commence on **May 1, 2024**. This could result in a total of six (6) years if the Optional Renewal Term is entered into by the Parties. The decision to enter into the Optional Renewal Term is at the sole option of the Board and Juvenile Court. In the event the Board and Juvenile Court determine that they wish to enter into the Optional Renewal Term, they shall notify the Offeror(s) of their intent to renew, in writing, no less than ninety (90) calendar days from the expiration date of the Initial Term.

Offerors must submit proposals with pricing for the Initial Term and the Optional Renewal Term.

Contract reimbursement is based on successful provision of all services and goods over the period of the contract. Offeror can claim payment only for services and goods already provided. Payment by the County is made within thirty (30) days after verification and acceptance of invoices presented by the Offeror along with any required documentation.

3.3 Indemnification:

A. General

To the fullest extent permitted by and in compliance with applicable law, Offeror, if awarded a contract, will agree to protect, defend, indemnify and hold free and harmless the Board and its respective individual members, officials, officers, employees, agents, and volunteers and the Juvenile Court and its respective individual members, officials, officers, employees, agents, and volunteers (collectively all entities and individuals to be known as the “Indemnified Parties”) from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of the contract), attorneys’ fees, court costs, defense costs or other injury or damage, whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of use of property resulting without injury, damage or destruction) of any nature whatsoever, arising out of or incident to in any way, the performance of the terms of the contract including, without limitation, by Offeror, its subcontractor(s), Offeror’s subcontractor’s(s’) employees, agents, assigns, volunteers and those designated by Offeror to perform the work or services encompassed by the Juvenile Court, contract (collectively “Damages”). Offeror agrees to

pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions regardless if such acts or omissions have been proven or merely alleged, and regardless of any conflict of interest that may exist between the Indemnified Parties and Offeror. In the event Offeror fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Offeror shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this Paragraph shall survive the expiration or termination of the contract for any reason.

B. Copyright, Invention, Trade Secret, Patent or Other Intellectual Property Rights

Offeror if awarded a contract will agree to protect, defend, indemnify and hold free and harmless the Indemnified Parties from and against any and all claims for compensation, suits, demands, actions, settlements, damages, judgments, expenses, legal expenses, court costs or other costs whatsoever relating to Offeror or Offeror caused infringement of any copyright, invention, trade secret, patent used or any other intellectual proprietary rights of a third party pertaining thereto.

The Indemnified Parties shall provide Offeror prompt written notice of any such claim, suit, demand, or action of which they become aware, and shall cooperate with Offeror in the defense and settlement thereof. Offeror shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. In the event Offeror fails to defend the Indemnified Parties as set forth in this Paragraph, such parties may defend themselves and Offeror shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this Paragraph shall survive the expiration or termination of the contract for any reason.

If, during the course of any litigation or threatened litigation concerning such allegations of copyright, invention, trade secret, patent or any other intellectual proprietary right infringement, a temporary or a final injunction is obtained against the Indemnified Parties' use of the Offeror's deliverables or portions thereof which allegedly caused infringement of any copyright, invention, trade secret, patent used, or any other intellectual proprietary rights, or if in Offeror's opinion, a deliverable is likely to be declared infringing of copyright, invention, trade secret, patent or any other intellectual proprietary right, Offeror will, at its option and expense, either:

1. Procure for the Indemnified Parties the right to continue using the deliverable(s); or
2. Replace or modify the deliverable(s) for the Indemnified Parties of such infringing portion thereof so that it no longer infringes such copyright, invention, trade secret, or other intellectual proprietary right, so long as the utility or performance of the deliverable(s) is not adversely affected by such replacement or modification of the deliverable(s).

3.4 Confidentiality and Security:

Any Offeror or contractor engaging in any service or providing any goods for the County requiring them to come into contact with confidential County information will be required to hold confidential such information made available to them.

3.5 Hamilton County Employees:

Selected Offeror warrants that, for the duration of the contract, it will not solicit County employees to work for Offeror.

3.6 Insurance Requirements:

GENERAL CONDITIONS

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

Certificates of Insurance

Before starting work, Offeror shall give the County a certificate of insurance completed by Offeror's duly authorized insurance representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

Hamilton County Risk Manager
Room 1004
East Court Street
Cincinnati, OH 45202
COI@Hamilton-co.org

Each policy required by this clause, except worker's compensation and professional liability, shall endorse "the Board of County Commissioners of Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Juvenile Court and its officials, employees, agents, and volunteers as an additional insured". The additional insured endorsement shall be on an ACORD or ISO form.

The Offeror shall furnish the Hamilton County Risk Manager and the Purchasing Department with a Certificate of Insurance describing the insurance specified under the contract. The certificate shall be provided on an ACORD 25 form or equivalent. The Offeror shall furnish the Hamilton County Risk Manager and the Purchasing Department with a copy of the Worker's Compensation Insurance Certificate if it is not described in the ACORD 25 insurance certificate.

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

The acceptance of delivery by County of any certificate of insurance evidencing that the required coverage and limits does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance comply with the requirements.

The County shall have the right, but not the obligation, of prohibiting the Offeror or its subcontractor(s) from conducting business with the County until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the County. The Offeror's failure to maintain the required insurance may result in termination of the contract, at County's option.

If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Offeror's final invoice.

All certificates of insurance shall reference the project/contract number for which the insurance is being provided.

Insurer Qualifications

To the extent feasible, all insurance shall be provided through companies admitted to do business in the State of Ohio. Insurance policies provided by companies not admitted to do business in the State of Ohio shall be reviewed by the Hamilton County Risk Manager. Each company shall minimally have an A.M. Best rating of A-: VII. In addition, certified copies of all insurance policies or amendatory endorsements required shall be provided to the County within ten (10) days of Offeror's written request for those copies.

Insurance Primary

All coverage required of Offeror shall be primary over any insurance or self-funded program carried by the County. Any insurance or self-insurance maintained by the County shall be excess of the Offeror's insurance and shall not contribute to it.

No Reduction or Limit of Obligation

By requiring insurance, the County does not represent that coverage and limits shall necessarily be adequate to protect Offeror. Insurance obtained or maintained by Offeror shall not reduce or limit Offeror's contractual obligation to indemnify and defend County for claims or suits which result from or are connected with the performance of the contract.

Additional Insured

To the extent commercially available, the policy or policies providing insurance as required, with the exception of professional liability (if applicable) and workers' compensation, shall defend and include the Board of County Commissioners, Hamilton County, Ohio and its officials, officers, employees, agents, and volunteers and the Juvenile Court and its officials, employees, and agents as additional insureds on a primary basis for work performed under or incidental to the contract. The form of the Additional Insured endorsement shall be the most recent edition of Insurance Services Office CG 20 10 (Form B) or its equivalent. If any of the Additional Insureds have other insurance applicable to the loss, it shall be on an excess or contingent basis. The amount of Offeror's insurance shall not be reduced by the existence of such other insurance.

Severability of Interests

Offeror shall require all insurance policies in any way related to the goods or services provided under the contract and secured and maintained by Offeror to include a severability provision or an endorsement waiving "cross claim exclusion between insureds" verbiage contained therein. Offeror shall require of subcontractors, by appropriate written agreements, similar waivers are included in subcontractor's insurance policies.

Duration of Coverage

All required coverage shall be maintained without interruption during the entire term of this Agreement. The products and completed operations coverage under the Commercial General Liability policy shall maintain coverage for the entire term of this Agreement, plus an additional two (2) years, following final acceptance of the product(s) or the service(s) by the County.

Continuous Operation

Offeror's general liability insurance policy must be endorsed to reflect the fact that County and any tenants shall continue to operate business activities of Offeror and that no property used in connection with County and tenants' activities shall be considered by Offeror's insurance company as being in the care, custody, or control of Offeror.

Retroactive Date and Extended Reporting Period

If any insurance required herein is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the contract. Further the policy shall state that in the event of cancellation or non-renewal, claim discovery period or "tail coverage" shall be 1 year beyond the cancellation date.

Subcontractor's Insurance

Offeror shall cause each subcontractor contracted by Offeror under the contract to purchase and maintain insurance of the types specified below. When requested by the County, the Offeror shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Joint Ventures

If Offeror is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverage specified here or the joint venture shall be the Named Insured under each policy specified.

Waiver of Subrogation

Offeror shall require all insurance policies in any way related to the work and secured and maintained by Offeror to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the County. Offeror shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Cooperation

Offeror and County agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or

arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

Insurance Limits and Coverage

To the extent applicable, the amounts and types of insurance shall conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms, and endorsements.

If Offeror has any self-insured retentions or deductible under any of the following minimum required coverage, Offeror must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible shall be Bidder's sole responsibility.

Commercial General Liability

Offeror shall maintain commercial general liability insurance covering all operations by or on behalf of Offeror on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal & advertising injury
- \$300,000 fire legal liability

Coverage:

- Equivalent to most recent ISO commercial general liability form ISO CG 00 01
- Products and completed operations coverage maintained for at least two (2) years
- Electronic data liability endorsement, GC 04 37
- Blanket contractual liability
- Broad form property damage
- Severability of interest
- Personal injury
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement

Sexual Abuse or Molestation (SAM) Liability

If the General Liability policy is not endorsed to include affirmative coverage for sexual abuse and molestation, Offeror shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit of no less than \$1,000,000 per occurrence or claim.

Professional Liability Insurance

Professional Liability and Errors and omissions insurance, applicable to the Offeror's profession, must be carried in the following amount:

- \$2,000,000

Cyber Liability

Cyber Liability insurance with limits of not less than \$2,000,000 per occurrence to cover claims resulting from, but not limited to, identity theft, hacking, and loss and compromise of resident's personal data. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. Coverage shall be considered primary over any insurance or self-funded program carried by the County.

Automobile Liability

Offeror shall maintain business auto liability covering liability insurance arising out of any auto (including owned, hired, and non-owned autos) assigned to or used in performance of the work contemplated under this Contract. The policy shall be at least as broad as the current version of the ISO CA 00 01 form.

Minimum Limits:

Motor vehicles with capacity of 6 occupants or less:

- \$1,000,000 combined single limit each accident

Motor vehicles with capacity of greater than 6 occupants including driver:

- \$5,000,000 combined single limit each accident

Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

Worker's Compensation

Offeror shall maintain workers' compensation and employer's liability insurance.

Minimum Limits:

- Worker's compensation-statutory limit meeting the requirements under the laws of Ohio

Employer's liability

\$1,000,000 bodily injury for each accident

\$1,000,000 bodily injury by disease for each employee

\$1,000,000 bodily injury disease aggregate

Umbrella/Excess Liability

Offeror shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Commercial General Liability, Business Automobile Liability, and Employer's Liability insurance policies, which is at least as broad as each and every one of the underlying policies.

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

- Minimum Limits:

\$3,000,000 combined single limit and aggregate limit.

Coverage:

- Additional insured endorsement
- "Pay on behalf of wording"
- Concurrency of effective dates with primary
- Blanket contractual liability
- Punitive damages coverage (where not prohibited by law)
- Aggregates: apply where applicable in primary
- Care, custody, and control
- Follow form primary
- Drop down feature
- Specific waiver of subrogation

Property Insurance

Offeror shall insure its personal property from loss due to theft, fire, or damage.

Self-Insured Retention

- \$10,000 limit

3.7 Termination Provisions:

Termination for Convenience by County

The contract for the services described in this RFP may be terminated by the Board and Juvenile Court upon notice, in writing, delivered upon the Offeror no less than ninety (90) calendar days prior to the effective date of termination.

Termination for Cause by County

If Offeror fails to provide the residential services for any reason other than Force Majeure, or if Offeror otherwise materially breaches the contract, the Board and Juvenile Court may consider the Offeror in default the Board and Juvenile Court agree to give Offeror thirty (30) days written notice specifying the nature of the default and its intention to terminate. Offeror shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to the Board and Juvenile Court to cure such default. The Board and Juvenile Court and will approve or disapprove such plan with five (5) calendar days of receipt. In the event Offeror fails to submit such plan or the Board and Juvenile Court disapproves such plan, the Board and Juvenile Court has the option to immediately terminate the contract upon written notice to Offeror.

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

Notwithstanding the above, in cases of substantiated allegations of: a) improper or inappropriate activities; b) loss of required licenses; c) actions, inactions or behaviors that may result in harm, injury or neglect d) unethical business practices or procedures; e) any other event that the Board and Juvenile Court deems harmful to the well-being of the Board and Juvenile Court, Board and Juvenile Court may immediately terminate the contract upon delivery of a written notice of termination to Offeror.

3.7.1 Concealed Weapons

Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building, including the Hillcrest property.

3.10 Availability and Retention of Records

A. Offeror agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, records and documentation of legal compliance with Ohio Administrative Code rules, produced by Offeror under any contract, and all records, documents, writings or other information, including but not limited to financial, census and records used by Offeror in the performance of any contract are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Juvenile Court by the Offeror along with copies of all deliverables submitted to the Juvenile Court pursuant to any resultant contract will be retained for a minimum of three (3) years after reimbursement for services rendered under such contract.
2. If an audit, litigation, or other action is initiated during the time period of the contract, Offeror shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
3. All records referred to above shall be available for inspection and audit by the Juvenile Court or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecuting Attorney, Hamilton County, the Auditor of the State of Ohio, the Inspector General of Ohio, or any other duly authorized officials).

B. Offeror agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Juvenile Court.

- C. Offeror agrees to keep all financial records in a manner consistent with generally accepted accounting principles.

3.11 Legal Action

The validity, terms, performance and enforcement of this RFP and any contract shall be governed and construed by its provisions and in accordance with the laws of the State of Ohio. Offeror consents to submit to the exclusive jurisdiction of the state and federal courts located in Hamilton County, Ohio for any action, suit or proceeding arising out of or relating to this RFP and contract and the transactions contemplated hereby.

3.12 Health Insurance Portability & Accountability Act (HIPAA)

If applicable, Offeror agrees to comply with all Health Insurance Portability and Accessibility Act (“HIPAA”) requirements and meet all HIPAA compliance dates.

3.13 Debarment and Suspension

Offeror will, upon notification by any federal, state, or local government agency, immediately notify the Board and the Juvenile Court of any debarment or suspension of Offeror being imposed or contemplated by the federal, state or local government agency. Offeror will immediately notify the County if it is currently under debarment or suspension by any federal, state, or local government agency.

The Offeror hereby verifies that none of the Offeror, its principals or its affiliates are excluded or disqualified in the System for Award Management. Additionally, by signing and submitting its proposal, the Offeror certifies that the certification in this clause is a material representation of fact relied upon the Board.

3.14 No Assurances

Offeror acknowledges that, by entering into a contract, neither the Board nor the Juvenile Court is making any guarantees or other assurances as to the extent, if any, that the Board or the Juvenile Court will utilize Offeror’s services. In this same regard, the contract will in no way precludes, prevents, or restricts Offeror from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes Offeror’s ability to perform the services required under the contract. Offeror warrants that at the time of entering into the contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under the contract with the County.

3.15 Non-Exclusive

Any contract resulting from this RFP will be a non-exclusive contract, and the Board and Juvenile Court may purchase the same or similar item(s) from other providers at any time during the term of the contract.

3.16 Availability of Funds

Any contract resulting from this RFP will be conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment of the contract. If funds are not allocated and available for the continuance of the function performed by Offeror under any resultant contract, the products or services directly involved in the performance of that function may be terminated by the Board and Juvenile Court at the end of the period for which funds are available.

The Board and Juvenile Court will notify Offeror at the earliest possible time of any products or services affected or may be affected by a shortage of funds. No penalty shall accrue to the Board and Juvenile Court in the event this provision is exercised. The Board and Juvenile Court shall not be obligated or liable for any future payments due to or for any damages as a result of termination under this section.

3.17 Non-Discrimination

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

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

selection for training, including apprenticeship. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Offeror complies with all applicable federal, state and local non-discrimination laws and regulations.

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

3.18 Right to Inspection

Juvenile Court reserves the right to visit any contracted facility without notice for the purpose of determining the quality of care and conformance to Program requirements for Juvenile Court clients.

3.19 Confidentiality

Offeror agrees to comply with all federal and state laws applicable to the Board and Juvenile Court and the confidentiality of Youth. Offeror understands access to the identities of any Youth shall only be as necessary for the purpose of performing its responsibilities under the resultant contract. Offeror agrees that the use or disclosure of information concerning Youth for any purpose not directly related to the administration of the resultant contract is prohibited. Offeror will ensure all Juvenile Court documentation is protected and maintained in a secure and safe manner.

3.20 Clean Air and Federal Water Pollution Control Act

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

3.21 Energy Policy and Conservation Act

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

3.22 Miscellaneous Provisions

A. If applicable, Offeror agrees to comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

B. If applicable, Offeror agrees to comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

C. If any Contract activities call for services to minors, Offeror agrees to comply with the Pro-Children Act of 1994; Public Law 103-227 that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of eighteen (18).

3.23 Property of Hamilton County

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

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

3.23 Other Terms and Conditions

- A. The Offeror shall meet the applicable standards relative to the Program Area(s) for which a proposal is being submitted. This may include, but is not limited to, the Commission on the Accreditation of Residential Facilities (CARF), American Correction Association, Juvenile Court and Medicaid and Medicare regulations.
- B. The Offeror(s) shall make all facilities, programs and records available for periodic evaluation by Juvenile Court staff and entities other than Juvenile Court on an announced and unannounced basis. The Offeror(s) shall provide the written results of evaluations by entities other than Juvenile Court to the Juvenile Court's designated representative within 48 hours of receipt. The Offeror shall notify the Hamilton County Juvenile Court of any critical incident or event requiring a mandatory report to a public services agency involving any child placed in the care of the treatment facility. Notice shall occur as soon as possible but no later than one hour from the discovery of the incident if it involves a child placed by the Juvenile Court, and notice within twenty-four (24) hours for any child placed by another agency. Notification to the Juvenile Court will be made through designee. Notification of the incident shall also be reported via the local County agency's child abuse/neglect reporting hotline or assigned case worker or by another agreed-upon established system. Critical incidents are those defined according to the Ohio Administrative Code that are applicable to the licensed or certified programs ODJFS 5101: 2-7-14; 5101: 2-9-23; ODMHAS 5122-30-16 : 5122-26-13; 5123-17-02.
- C. Documentation of emergency and non-emergency incidents as identified in Section 3.3(B) shall be provided to the Juvenile Court via email, phone, or other established notification system within twenty-four (24) hours, excluding weekends and holidays.
- D. Within five (5) business days the Offeror(s) Executive Director will provide the Juvenile Court a report on the results of the investigation and fix plan, if appropriate. In the event that the incident is still under investigation the Offeror(s) Executive Director will provide weekly progress reports to include the name and number of the investigating officer. The results of any evaluations performed under this section shall be reported in writing and will be used by the Court in determining the Offeror's compliance with the resultant contract.
- E. For purposes of monitoring and evaluation, the Offeror(s) must keep accurate records reflecting the progress of each Youth. These records must contain uniform progress reports and documentation of any relevant data at the time of its occurrence. The records should contain the same data being sent to Juvenile Court on the Youth's progress reports.
- F. Within thirty (30) days after contract award, with the exception of Service Areas 4.4 Food Service and 4.5 Medical/Dental Health Services, the Offeror shall present to the Court Administrator of Juvenile Court or her designee the following written policies for review and approval.

- a. A policy on monitoring the quality of services provided which shall include but not be limited to, case management, case conference presentation and an interdisciplinary approach to treatment.
- b. A protocol of the continuum of treatment from admission to discharge. The protocol shall include but not be limited to, the Program philosophy, treatment interventions including urine screening, and criteria for successful completion of the Program.
- c. A policy for clinical supervision of all staff providing treatment, rehabilitation, and support services. These policies shall guide the Program's daily staff functions and client activities and may not be changed without express permission from the Juvenile Court designated representative.

4.0 REQUIREMENTS AND SPECIFICATIONS

The intent of this RFP is to identify and select interested and qualified Offeror(s) to provide services 24 hours per day, 7 days per week, 365 days per year at the Hillcrest location for the Initial Term and Optional Renewal Term specified in Section 3 for the five (5) Service Areas detailed herein.

Offerors with proven expertise and, if applicable, dedicated financial resources to defer costs, may propose:

- Operating all required Service Areas
- Working in conjunction with other Offerors to operate specific Service Areas
- Submitting individual proposals to operate a specific Service Area or Areas

About Hamilton County Juvenile Court (HCJC)

The vision of Hamilton County Juvenile Court is to build trust by being transparent, efficient, proactive, respectful, and positive in everything we do. Our goal is to help all who enter our doors navigate the HCJC system, consistently providing the highest quality service leading to the best possible outcome for every family and child we serve.

At HCJC, we strive daily to foster an environment that is diverse, equitable, and inclusive. We acknowledge and value each person for who they are and for their unique place in the juvenile justice system, from staff, to attorneys, to children and families, to the general public.

Fostering a culture of acceptance and belonging is critical to our mission, which is to support the positive development of our children, the preservation of our families and the safety of our community.

About Hillcrest

The Hillcrest property is located in Springfield Township at 246 Bonham Road, Cincinnati, Ohio 45215. There are 22 on-site buildings comprising 91,329 total gross square feet. Buildings include 12 unattached housing units, gymnasium, recreation hall, chapel, 13-classroom school building, indoor swimming pool, dining hall, and administrative offices. The Hillcrest site has been in constant use as a school and residential facility for delinquent and dependent children since 1914.

Project Overview

The Hillcrest facility is for Court-involved children in Hamilton County. All children placed at Hillcrest are referred by the Juvenile Court and for purposes of this RFP are called “Youth”. As overseer, the Court envisions an administrative oversight team, made up of members of the Juvenile Court and the Board, to coordinate the five Service Areas and provide daily supervision. The Juvenile Court and Board will oversee certain existing resources, which are excluded from the bidding process. Specifically, on-site security and upkeep of the property.

- The Juvenile Court will provide 24/7 on-site security. The Juvenile Court's security team is responsible for responding to and/or discouraging breach of peace, riots, destruction of property, personal injury, illegal acts, and violations of the law. The property itself shall be protected by Juvenile Court security to ensure sufficient and safe ingress and egress.
- The Board is responsible for performing, causing the performance of, and paying for the maintenance, operation, and repair of Hillcrest premises. That means doing all things necessary or appropriate to keep the Hillcrest property in good order, safe for residential treatment and use, and clean and free of debris. The Board is solely responsible to do what is necessary to keep the facility and its components in first class operating condition.

**** See Appendix One for a complete list of Board maintenance and repair responsibilities. Anything not included will be the responsibility of the selected Offeror for each Service Area, in collaboration with the County.*

Together, the Juvenile Court and the Board will collaborate to ensure that all employees are there for efficiency and proper care of residents and have been trained in or have access to training in Trauma Informed Care.

Contracted Offerors are requested for all five (5). Proposals may be submitted and will be equally considered for one, multi, or all Service Areas outlined.

Whether working independently or as a team, all qualified Offerors will be considered. Juvenile Court seeks to identify superior providers who are eminently qualified for each Service Area. Offeror should submit letters of intent from all proposed subcontractors who expect to provide resources in each Service Area.

If selected, an Offeror must agree to collaborate with Juvenile Court, the Board, and other selected Offerors to refine Service Area components if and as needed. Offerors are expected to provide feedback to Juvenile Court and the Board on all aspects of programming and services provided at Hillcrest.

The property is a no-smoking, drug-free, alcohol-free, workplace. It will offer equal employment opportunities for all individuals without regard to race, creed, color, sex, age, national origin, religion, sexual orientation, political affiliation, or disability and use reasonable care to employ and retain employees who are qualified, competent, and trustworthy.

At the expense of the Offeror(s), all employees and volunteers will be required to submit to a Job and Family Services, Bureau of Criminal Identification, and Investigation (BCII) statewide conviction record check. The cost of a BCII check is approximately \$40 per person. In addition, employees and volunteers must obtain a criminal record transcript from the appropriate county sheriff's office. They must also be cleared of all offenses that would preclude them under federal and state law from working at or on the premises of a residential treatment program for youth. They will comply with all applicable federal and state laws and will annually complete the indicated record checks. No individual will be authorized to do work onsite, including the transport of youth, until the required record checks have been completed.

4.1 RESIDENTIAL SERVICE AREA

Juvenile Court expects to fund up to a total of 144 placement beds, divided into the following components:

- Up to 36 male Youth, requiring a staff-secure facility, with significant criminogenic behaviors, including a 12-bed cottage for adjudicated sex offenders.
- Up to 48 Youth, both male and female, requiring a staff-secure facility, with significant mental/behavioral health concerns, with capacity for referred Youth to remain long-term as needed.
- Up to 60 Youth, both male and female, who require respite. Respite is defined as Youth experiencing difficulties in the community who do not rise to the level of correctional confinement. Examples include:
 - Youth who are not able to return home, but based on risk should not be held in a secure facility;
 - Youth in the early release process, or awaiting placement as an alternative to secure confinement;
 - Youth identified as a victim of human trafficking or are at risk for being trafficked;
 - Court-involved Youth in the child welfare system;
 - Respite care for Youth on probation

Residential Offerors must have a State of Ohio Certified Residential care license and meet performance standards and quality assurance requirements as outlined in Section 3.

Residential Offerors will provide the following to ALL categories of resident Youth:

- 24/7 care, supervision, and behavioral management of children placed at Hillcrest
- Employ youth care workers, assigned to cottages, to provide daily care and supervision
- Transportation to events, offsite groups, court, initial intake, as needed, for residents, in collaboration with Court security

In addition, Residential Offerors will provide/coordinate the following resources to resident Youth as applicable:

- Human trafficking assessment and prevention services;
- Life skills assessment;

- Family assessment to address strengths and needs related to reentry;
- Social skills development services;
- Gender responsive/affirming program;
- Cultural diversity, inclusion, and equity education and training;
- Services directed toward reentry, family therapy groups, and parent education;
- Parent coaching or mentors to address barriers to reentry;
- Credible messenger or mentoring services for the youth;
- Employment placement;
- Grief counseling;
- Care coordination with local community providers who will provide services to the Youth and family during placement and throughout aftercare;
- Non-traditional therapy including but not limited to art and pet therapy;
- Monthly off-campus activities for Youth who meet identified benchmarks in treatment;
- Parenting & fatherhood;
- All Court reporting requirements.

Transition programming for resident Youth begins upon placement. It focuses on the needs identified in the Youth's treatment plan while on-site at Hillcrest as well as direct work with the family of the Youth in their home. The goal of working with the Youth and family on-site and in the home is to ensure a successful transition back to home and community. Core expectations include:

- Working closely with the assigned court personnel, as well as the Youth's family;
- Collaboration with community service providers that have been identified and incorporated into the Youth's residential treatment plan to ensure continuity upon release;
- Staffing and programming assistance upon transition out of placement, including ongoing service connection and re-entry services.

Offeror shall address the points below in the Narrative attached as Exhibit I. Please indicate programming that is not part of Offerors capabilities.

- Eligibility criteria;
- Intake process;
- Treatment plans;
- Grievance policies;
- Case planning and documentation for Juvenile Court;
- Monitoring and evaluation;
- Youth employment programming;
- Recreation;
- Daily schedule;
- Diagnostic capacity;
- Length of stay;
- After care;
- Staff requirements;

- Licensure/certifications;
- Med-somatic services;
- Transportation;
- Treatment for specialized population such as females, severely emotionally disturbed Youth, Youth with developmental delays;
- Any unique features or aspects of your programming.

Offerors should be Qualified Residential Treatment Program (QRTP) providers, meeting all requirements as an Ohio IV-E provider or stipulate other identified funding sources. Please include an estimated per Youth, per day "Unit Rate" based on the required, guaranteed minimum daily bed count. Total capacity for all Hillcrest beds is 144.

4.2 PROGRAMMATIC & BEHAVIORAL HEALTH SERVICE AREA

As noted in 4.1, residential placement beds will be designated for Youth who require treatment and programming for a variety of needs. Programmatic & Behavioral Service Offerors are requested with evidence-based programming for:

- Resident Youth with significant criminogenic behaviors, including sex offenders, and mental/behavioral health concerns (outlined in Section 4.2 A)
- Resident Youth with significant mental/behavioral health concerns (outlined in Section 4.2 B)

A. Resident Youth with criminogenic behaviors, including sex offenders, and mental/behavioral concerns

Intensive, high fidelity, evidence-based treatment is required for Youth will include programming to address criminal concerns and significant behavioral health issues. Working collaboratively, each Youth served at Hillcrest must:

- Have an initial treatment plan inclusive of a family component
- Be placed in a treatment group within one (1) week of placement

Behavioral health care and treatment service area Offerors must ensure the following cognitive behavioral principles to address the targeted population:

1. Multi-disciplinary Assessment

- Evidence-based risk/needs assessment;
- Mental health and emotional stability;
- Social skill development;
- Crisis/suicide;
- Substance abuse assessment;
- Independent living skills (for Youth 14 and older);
- Life skills assessment;

- Family assessment to address strengths and needs related to reentry.

2. Evidenced Based/Informed Treatment Interventions

- Trauma Focused Cognitive Behavior Therapy (TF-CBT) services²;
- Treatment to address criminogenic risk factors;
- Gun violence awareness, prevention, and education interventions;
- Social skill development services;
- Gender responsive/affirming programming;
- Cultural diversity, inclusion, and equity education and training;
- Mental health services, psychiatric services/med-somatic, individual counseling, group, consultation & support (ODMH certified);
- Case management services directed toward re-entry; family therapy, groups, and parent education;
- Poly-victimization groups;
- Substance use education/prevention/screening/treatment (ODADAS certification).

3. Specialized Services Addressing Individualized Needs

- Parent coaching or mentors to address barriers to reentry;
- Credible messenger or mentoring services for the Youth;
- Drug trafficking intervention program;
- Gang intervention program;
- Employment placement;
- Grief counseling;
- Care coordination with local community providers who will provide services to the youth and family during placement and throughout aftercare;
- Anger replacement interventions;
- Non-traditional therapy including but not limited to art and pet therapy.

4. Reentry, Transition and Aftercare Programming

Transition programming begins upon a Youth's placement. It focuses on the needs identified in the treatment plan for the Youth while on-site at Hillcrest as well as

² A recent study suggests the most effective interventions for justice-involved youth includes Trauma Focused Cognitive Behavioral Therapy (TF-CBT). Phrases associated with this treatment include: developing skills in regulating mood, behavior, thoughts, and relationships; trauma processing, enhancing trust, and fortifying family relationships.

All parties working in a TF-CBT child and family service system recognize and respond to the impact of traumatic stress on those who have contact with the system including children, caregivers, and service providers. Programs and agencies within such a system infuse and sustain trauma awareness, knowledge, and skills into their organizational cultures, practices, and policies. Sources: Office of Justice Programs (www.ojp.gov); The National Child Traumatic Stress Network. (nctsn.org)

direct work with the family of the Youth, in their home. The goal of working with the Youth and family on-site and in the home is to prevent recidivism and ensure a successful transition back to home and community. Core expectations include:

- Working closely with the assigned court personnel, as well as the Youth's family;
- Collaboration with community service providers that have been identified and incorporated into the Youth's residential treatment plan to ensure continuity upon release;
- Staffing and programming assistance upon transition out of placement, including ongoing service connection and re-entry services.

5. Other Requirements

- All court reporting requirements;
- All required State of Ohio reporting requirements;

Offeror shall address the points below in the Narrative attached as Exhibit I. Please indicate programming that is not part of Offerors capabilities.

- Eligibility criteria;
- Intake process;
- Treatment plans;
- Grievance policies;
- Case planning and documentation for Juvenile Court;
- Monitoring and evaluation;
- Youth employment programming;
- Daily schedule;
- Diagnostic capacity;
- Length of stay
- After care;
- Staff requirements;
- Licensure/certifications;
- Med-somatic services;
- Treatment for specialized population such as females, severely emotionally disturbed Youth, Youth with developmental delays;
- Any unique features or aspects of your programming.

Behavioral Healthcare and Treatment Offerors that are Medicaid-licensed and their services Medicaid-eligible are preferred.

Please include an estimated per Youth, per day "Unit Rate" based on the required, guaranteed minimum daily bed count Capacity for children with criminogenic behaviors is 36.

B. Residents with significant mental/behavioral health concerns

Intensive, high fidelity, evidence-based treatment is required for Youth. Treatment will include programming to address significant mental/behavioral health concerns. Working collaboratively, each Youth served at Hillcrest must:

- Have an initial treatment plan inclusive of a family component
- Be placed in a treatment group within one (1) week of placement

Behavioral health care and treatment service area Offerors must ensure the following cognitive behavioral principles to address the targeted population:

1. Multi-disciplinary Assessment

- Evidence-based risk/needs assessment;
- Mental health and emotional stability;
- Social skill development;
- Crisis/suicide;
- Life skills assessment;
- Family assessment to address strengths and needs related to reentry.

2. Evidenced Based/Informed Treatment Interventions

- Trauma Focused Cognitive Behavior Therapy (TF-CBT) services³;
- Social skill development services;
- Gender responsive/affirming programming;
- Cultural diversity, inclusion, and equity education and training;
- Mental health services, psychiatric services/med-somatic, individual counseling, group, consultation & support (ODMH certified);
- Case management services directed toward re-entry; family therapy, groups, and parent education;
- Poly-victimization groups.

3. Specialized Services Addressing Individualized Needs

- Parent coaching or mentors to address barriers to reentry;
- Credible messenger or mentoring services for the youth;

³ A recent study suggests the most effective interventions for justice-involved youth includes Trauma Focused Cognitive Behavioral Therapy (TF-CBT). Phrases associated with this treatment include: developing skills in regulating mood, behavior, thoughts, and relationships; trauma processing, enhancing trust, and fortifying family relationships.

All parties working in a TF-CBT child and family service system recognize and respond to the impact of traumatic stress on those who have contact with the system including children, caregivers, and service providers. Programs and agencies within such a system infuse and sustain trauma awareness, knowledge, and skills into their organizational cultures, practices, and policies. Sources: Office of Justice Programs (www.ojp.gov); The National Child Traumatic Stress Network. (nctsn.org)

- Grief counseling;
- Care coordination with local community providers who will provide services to the youth and family during placement and throughout aftercare;
- Non-traditional therapy including but not limited to art and pet therapy.

4. Reentry, Transition, and Aftercare Programming

Transition programming begins upon a Youth's placement. It focuses on the needs identified in the treatment plan for the Youth while on-site at Hillcrest as well as direct work with the family of the Youth, in their home. The goal of working with the Youth and family on-site and in the home is to ensure a successful transition back to home and community. Core expectations include:

- Working closely with the assigned court personnel, as well as the Youth's family;
- Collaboration with community service providers that have been identified and incorporated into the Youth's residential treatment plan to ensure continuity upon release;
- Staffing and programming assistance upon transition out of placement, including ongoing service connection and re-entry services.

5. Other Requirements

- All court reporting requirements;
- All required State of Ohio reporting requirements;

Offeror shall address the points below in the Narrative attached as Exhibit I. Please indicate programming that is not part of Offerors capabilities.

- Eligibility criteria;
- Intake process;
- Treatment plans;
- Grievance policies;
- Case planning and documentation for Juvenile Court;
- Monitoring and evaluation;
- Youth employment programming;
- Daily schedule;
- Diagnostic capacity;
- Length of stay
- After care;
- Staff requirements;
- Licensure/certifications;
- Med-somatic services;
- Treatment for specialized population such as females, severely emotionally disturbed Youth, Youth with developmental delays;

- Any unique features or aspects of your programming.

Behavioral Healthcare and Treatment Offerors that are Medicaid-licensed and their services Medicaid-eligible are preferred.

Please include an estimated per youth, per day "Unit Rate" based on the required, guaranteed minimum daily bed count. Capacity for children with significant mental/behavioral health concerns is 48.

4.3 EDUCATIONAL SERVICE AREA

All Youth are required to participate in an individualized educational program sanctioned by the Ohio Department of Education.

- The program must offer a comprehensive curriculum for students from elementary through high school;
- The program must include introductory college level courses, vocational programming and credit recovery;
- All teachers and instructors must be certified by the Ohio Department of Education.

Offeror must ensure the following:

- The basic education model will be inclusive for all Youth and certified teachers and instructional assistants are trained to deliver instruction to meet each Youth's needs, including independent living skills;
- All credits earned at the high school level by the Youth may be applied toward a high school diploma;
- Students must be prepared for state proficiency tests and all state requirements for graduation;
- Commitment to work collaboratively with Juvenile Court and the home school district to provide a seamless transition back into a home or community school district;
- Transportation and education at the Hillcrest location as part of the aftercare program for Youth who are transitioning out of residential services until home school services can be re-established at intervals designed to create the least disruption for the Youth's education;
- All Youth entering the Hillcrest program will be evaluated for special education needs;
- Academic offerings to youth who are from special education environments;
- Objectives and goals of all Youth's 504 and Individualized Education Plans (IEP) are maintained;
- An educational psychologist and special education department to maintain the Multi-Factored Evaluations (MFEs) and IEPs of those Youth who qualify;
- Special classes will be maintained for Youth with the lowest educational deficits or severe behavioral problems.

Contracted Offerors must submit a budget narrative, including plans to offset education costs through a per unit rate between the local school district and the provider as well as any local, state and federal reimbursement dollars.

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4.4 FOOD SERVICE OPERATIONS AREA

Offeror may propose to provide food service at Hillcrest in the manner stated herein. Offeror is responsible for the overall function of the food service department and will enforce the policy and procedures of the facility, orientation, training and supervision of food service personnel including competency programs and ensuring that food service meets nutritional standards and is palatable and pleasing to the eye.

A. Food Quality and Service

All menus will fulfill the caloric and other general and specific requirements as required by all applicable federal, state and local laws, rules and regulations. The regular menu will exceed the minimum required calories per day and shall consist of at least 6-8 ounces (cooked weight) of meat or meat alternate, 3 servings of vegetables, 2 servings of fruit, and 6 servings of bread, pasta, cereal, or grains and 2 servings of milk or milk alternate. High calorie diets may include larger or double portions of the entree, vegetable, bread and milk. Menus shall be reviewed quarterly and approved by a registered dietician. Food service supervisory staff shall verify adherence to established basic daily servings and shall conduct menu evaluations at least monthly.

Offeror will provide total food services for the Youth at the rate of three (3) meals per day and two (2) snacks, seven (7) days per week, including holidays pursuant to federal, state, and local laws, rules, regulations, and guidelines. In addition, Offeror must provide snacks and extra nourishment at other than meal times as determined by the dietary needs of the Youth; will develop medical, therapeutic, and religious diet menus specific to the needs of the youth; and ensure no major disruption of food delivery.

Normal mealtime periods for youth shall be at the discretion of the facility. Approximate times are:

- Breakfast: 7:00 A.M. to 8:00 A.M.
- Lunch: 11:30 A.M. to 12:30 P.M.
- Snack: 2:00 P.M. to 4:00 P.M.
- Dinner: 5:00 P.M. to 6:00 P.M.
- Snack: 8:00 P.M.

Snack times and weekend mealtime schedules may vary and will be communicated to the Offeror by the Director or designee.

The Offeror must assure that sufficient food inventories are on hand at all times to assure no major disruption in meal service. The vendor will assure timely usage by rotation of food items.

B. Quality Control and Assurance

Offeror must establish policies and procedures, which define sanitation procedures and which comply with all applicable federal, state, and local laws, rules, and regulations.

Offeror must conduct quarterly food quality satisfaction surveys of residents and staff at the facility.

C. Maintenance and Cleaning

Offeror shall be responsible for the daily, weekly, monthly, quarterly, and semi-annual cleaning of the kitchen, food preparation (tray line) area, tray cleaning room, and all kitchen storage areas in compliance with applicable state and local codes.

Offeror must arrange for all food service employees to submit to periodic health examinations as required by law and the appropriate regulatory agencies, and will submit satisfactory evidence of compliance with all health regulations upon request. Offeror must be responsible for implementing routine inspections of food service related supplies and equipment to assure optimal cleanliness and suitability for continued use.

Offeror shall comply with all health and safety regulations required by Federal, State, and local law. Offeror(s) shall have State or local health certification for any facility outside the Hillcrest premise in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract.

****** See Appendix Two for a yearly cost sheet, request for 21-day sample menu, and food specifications.*

4.5 MEDICAL/DENTAL HEALTH SERVICE AREA

Offerors are expected to provide the following services in keeping with National Commission on Correctional Health Care (NCCHC) standards and regulations of the State of Ohio as part of the health services program.

A. Intake Preliminary Health Screening

Offeror shall be responsible for training all medical personnel and utilizing the proper use of an electronic medical record system for Admission Health Screening, required for each newly admitted Youth to Hillcrest.

At a minimum, the screening must include:

- Current illnesses and health problems including those specific to women;
- Medications taken and special health requirements;
- Screening of other health problems designated by a responsible physician;
- Behavior observations, including state of consciousness, mental status, and whether the resident is under the influence of alcohol or drugs;

- Notation of body deformities, trauma markings, bruises, lesions, eye movement, and/or jaundice;
- Condition of skin, including rashes and infestations;
- Assessment of suicidal risk;
- Documentation of referral of resident to qualified medical personnel for emergency medical treatment and/or assessment;
- Notation of personal physician and any medical risk; and
- Notation of any suspected signs of abuse and/or neglect. All cases of suspected abuse and/or neglect should be reported to Hillcrest Administration as well as all necessary reporting agencies in accordance with the Ohio abuse reporting law, including but not limited to **ORC.2151.421**.

Any unconscious person or resident who appears to be seriously injured shall be immediately referred for emergency medical attention and their admission or return to Hillcrest shall be predicated upon written medical clearance.

B. Classification/Admissions Screening

All Youth must receive a health admissions screening by qualified medical staff immediately following admission and prior to arriving in their assigned living unit. Medical staff must be available Monday through Sunday, 24-hours for this process.

At a minimum, the Admissions Screening must include the inquiry into:

- Current illnesses and health problems including mental/dental and communicable diseases;
- Medications taken and special health requirements;
- Recording vital signs (height, weight, pulse, blood pressure, temperature);
- Use of alcohol and drugs including types, methods, amounts, frequency, date/time of last use and history of problem related to stoppage;
- Chronic health problems;
- For females, a history of gynecological problems and pregnancies;
- Assessment of suicide risk.

At a minimum, the Admissions Screening must include the observations and documentation of:

- Behavior, including state of consciousness, mental status, appearance, conduct, tremors, sweating, etc.
- Notation of body deformities, trauma, markings, ease of movements.
- Condition of skin, including rashes and infestations, needle marks, or other indications of drug abuse.
- Notation of any suspected signs of abuse and/or neglect. All cases of suspected abuse and/or neglect should be reported to Hillcrest Administration as well as all necessary reporting agencies in accordance with the Ohio abuse reporting law **ORC 2151.421** and other applicable laws.

- Appropriate laboratory and diagnostic tests to detect communicable disease (Amplified Urine DNA and Tuberculosis).
- New admitted Youth must be medically cleared before they are sent to general population or referred to the appropriate health care service.
- An explanation must be provided to all admitted Youth on the procedures on how to access health and dental services.

C. Health Appraisal/Physical

Each admitted Youth will be given a comprehensive health appraisal including a physical examination by a registered nurse, nurse practitioner or physician within seven (7) days after admission to the facility. The health appraisal record shall be reviewed and signed by a physician within forty-eight (48) hours and entered in the patient's permanent medical record paper and/or electronic. Offeror shall record any treatment or medication refused by a Youth on an approved Refusal of Treatment form noting the reasons and witnesses.

The extent of the health appraisal, including the physical examination, is defined by the Offeror, however, will include at a minimum:

- Review of intake preliminary health screening and admissions screening forms;
- Collections of additional data regarding complete medical/dental, psychiatric and immunization histories;
- Recording vital signs (pulse, blood pressure, temperature);
- Snellen chart screening
- Physical examination with comments about mental and dental status;
- A gynecological assessment must be included for females; and
- Other tests and examinations as appropriate (at Offeror's expense).

D. Nursing Services

Routine licensed nursing services will be required on a 24 hour per day, 7 days per week basis for the Hillcrest facility. Scheduled nurse(s) shall be on duty a sufficient number of hours per day to triage daily sick complaints and dispense out medications and respond to use of de-escalation incidents involving physical intervention.

Daily Triage of Medical Complaints:

On a daily basis, a nurse shall visit each housing unit and provide the opportunity for each Youth to report his/her medical complaint. All medical complaints shall be recorded and maintained on file (electronically or paper). All complaints shall indicate a recommended intervention with referrals to appropriate health care staff, as required. The Medical Director physician shall determine the appropriate triage mechanism to be utilized for specific categories of complaints.

Sick Call:

Diagnosis and treatment of health problems recommended to physician care by triage nursing staff will be accomplished by a sick call procedure completed twice a day, seven days a week. Sick call services and timeliness of response to sick call requests must comply with NCCHC standards. Health services must be provided in a manner that complies with state and federal privacy mandates. Offeror's medical staff will be expected to work cooperatively with corrections personnel in its commitment to this policy.

Physician sick call shall be held at least daily, Monday through Friday, excluding holidays, for all those Youth referred to clinic visit. Nursing personnel, however, shall be available on Saturday, Sunday, and holidays to handle Youth health care complaints. If a Youth's custody status precludes attendance at a clinic sick call visit, arrangements must be made to provide sick call services at the place of the youth's confinement. All Youth on "room confinement" status shall be seen in their room on the unit by the nurse on duty.

E. Medical Special Needs

Offeror will be expected to utilize medical resources in the housing department to its fullest extent. To provide to those Youth who require convalescent, chronic or skilled level of care but who do not require hospitalization in an acute care setting. In providing special medical needs in the housing department, the following guidelines must be followed:

- A physician must be on call 24 hours per day, seven days per week;
- Medical special needs shall be supervised by a licensed nurse and on-duty RN/NP must be assigned 24 hours per day;
- A nurse's notes must be available outlining nursing care procedures; and
- All documentation must be maintained in the Youth's medical record (electronically and paper) for each youth.

F. Emergency and Hospital Care

Currently, the County has an arrangement with Cincinnati Children's Hospital Medical Center (CCHMC) and University of Cincinnati Medical Center, LLC (UCMC) to handle life-threatening emergencies and to provide for the hospitalization of Youth that, in the opinion of the Medical Director, require an acute care setting. Hospitalization costs are paid for by the County through a tax levy. It will be the Offerors responsibility to provide the County, through the Hillcrest's Medical Department, a daily report of Youth admitted to or released from CCHMC or UCMC to include:

- Name of patient (Youth) and Youth identification number;
- Dates of hospitalization/release; and
- Reason for admission – hospital diagnosis.

It is the Offerors responsibility to provide as many on-site medical services as possible in order to limit the number of Youth who must be transported to the hospital.

G. Specialty Services:

The Offeror shall specify which on-site specialty clinics will be provided in order to reduce the number of off-site referrals. The Offeror shall be responsible for keeping medical costs; lab tests, supplies, x-rays and x-ray related costs associated with all specialty clinics visits to a reasonable cost. Ohio Department of Health (ODH) currently does Chlamydia, Gonorrhea, HIV and VDRL testing. Lab samples are sent directly to ODH by courier from the Hillcrest.

H. Ancillary Services:

Offeror must specify which routine laboratory and medical procedures will be performed on-site. Offeror is responsible for developing and implementing procedures to handle laboratory and medical procedures by an outside provider for those services that the Offeror cannot accommodate on-site.

I. Disposal of Medical Waste:

The Offeror shall be responsible for the proper disposal of all-hazardous or contaminated medical supplies, waste, equipment, and any material or product contaminated with bodily fluids in appropriate labeled receptacles. Hillcrest will provide the vendor for disposing of all bio-hazardous material. Disposal of these items must be in accordance with all Federal, State and local laws.

Additional Requirements for all Service Areas (unless specified)

Performance Monitoring

The Juvenile Court shall monitor the following elements of all Offerors performance:

1. Quality and effectiveness of Youth admission, care/supervision, treatment and discharge plans. (Service Area 4.2 only)
2. Completeness and adequacy of Youth records.
3. Type, volume, utilization, cost and frequency of services provided.
4. Average length of stay. (Service Areas 4.1, 4.2, 4.3 only)
5. Family participation in the treatment process. (Service Areas 4.1, 4.2, 4.3 only)
6. Youth satisfaction with services provided.

Program Evaluation

The Offeror(s) shall submit an annual evaluation of the effectiveness of all services provided under the contract. This evaluation will be due no later than 30 days after each anniversary date of the contract's effective date throughout the Initial Term and, if applicable, the Optional Renewal Term. The Offeror(s) with mutual agreement of the Juvenile Court shall decide the format, methodology, and procedures of analysis employed in the evaluation.

Reporting Requirements

- A. The Offeror(s) shall, at the request of Juvenile Court, appear before Juvenile Court administrative personnel to clarify findings and to answer questions at any time during performance under the contract.
- B. The Offeror(s) shall submit a monthly activity report to the Juvenile Court by the 10th day after the end of each month of service regarding its progress towards completion of tasks as delineated in the scope of work. Such reports, which are Deliverables, shall consist of both statistical and narrative reports. The statistical report shall be made on a statistical reporting form supplied by the Juvenile Court's Quality Assurance Manager.
- C. The narrative report shall contain a description of the accomplishments as set forth in the scope of work within each service area submitted and shall include the following, where applicable:
 - 1. Activities completed during the reporting period;
 - 2. Activities planned in the coming months;
 - 3.. Concerns, issues, and problems experienced in the program and actions and/or recommendations and time schedule for resolution;
 - 4. Evaluation of staff performance in meeting monthly program requirements;
 - 5. Unemployment and employment patterns;
 - 6. Types of services and activities and the number of persons involved in each, and the number of outreach activities;
 - 7. Number and type of referrals to outside agencies;
 - 8. Names and corresponding identification numbers of Youth currently in treatment, date and source of referral, projected discharge date;
 - 9. A brief monthly summary of each Youth's progress in treatment with reference to the individual treatment plan, including discharge plans when pertinent;
 - 10. Names and corresponding identification numbers of Youth referred for admission who were deemed inappropriate with a brief justification for denying admission, authorization by the Juvenile Court designated representative to accept or refuse admission and disposition of the client
- D. Names and corresponding identification numbers of Youth discharged on an emergency basis with a brief justification for the discharge; and summary of all other emergencies occurring during the preceding month.
- E. The Offeror(s) shall submit to the Juvenile Court a final report, no later than thirty (30) days after the contract expiration date summarizing all service delivery data, accomplishments, issues and recommendations.

Medicaid Certification Requirements—Applicable to Service areas 4.1 and 4.2

- A. The Provider shall obtain a valid Medicaid provider number through Hamilton County Mental Health and Recovery Services Board within 180 days of certification as a provider of mental health and addiction services.
- B. Hamilton County Mental Health and Recovery Services Board will notify the Provider in writing when it is appropriate and provide guidance on how to apply for a provider number. Application forms will be provided by Hamilton County Mental Health and Recovery Services Board.
- C. The Provider shall provide services to all clients who meet program requirements as defined in the Certification Regulation and Procedures governing mental health and addiction services. In the event that the Provider's caseload falls below the estimated or negotiated average percent of clients eligible for Medicaid for any period of thirty (30) days, the Provider shall notify Hamilton County Mental Health and Recovery Services Board of the current percentage. Hamilton County Mental Health and Recovery Services Board will assist the Provider in reviewing the current caseload and payor mix and suggest the means of increasing the Medicaid eligibility of the caseload.
- D. The Provider shall maintain a Medicaid provider status throughout the period of this Human care Agreement. Juvenile Court makes no specific guarantee of minimum or maximum percent of clients who will be Medicaid eligible.

5.0 PROPOSAL FORMAT AND EVALUATION PROCESS

To expedite and simplify the process for evaluating proposals, and to assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must contain all the elements of information specified without exception. When submitting an electronic proposal, scan and upload the required forms.

If submitting a paper proposal, proposal sections must be numbered corresponding to the following format:

Section 5.1	Cover Sheet
Section 5.2	Required Responses
Section 5.3	Cost Sheet
Section 5.4	Other Required Forms
Section 5.5	References
Section 5.6	Personnel Qualifications
Section 5.7	Distinguishing Characteristics

5.1 Cover Sheet: Please specify the Service Areas that encompass your proposal as outlined in sections 4.1 – 4.6., including an overview of your qualifications to successfully fulfill the requirements of each program area.

5.2 Required Responses

Exhibit I: Narrative
Exhibit II: Cost Sheet
Exhibit III: Internal Evaluation Form

*** See Appendix Three for Exhibits

5.3 Cost Sheet/Line Items:

The Cost sheet and all exhibits attached must be filled out in its entirety and submitted thru Periscope S2G, if done electronically. Proposals submitted with escalations and/or footnotes indicating changes or negotiations in price may be disqualified.

Provide a statement confirming that no commissions or other broker payments will be paid related to the contract.

5.4 Other Required Forms:

All other required forms must be filled out in their entirety and included in this section.

- Registration Form;
- Personal Property Tax Form;
- Statement Related to Unresolved Findings for Recovery Under O.R.C. 9.24;
- Cashier's check, or a certified check, drawn on a solvent bank and made payable to the "Board of County Commissioners, Hamilton County, Ohio" in the amount of five percent (5%) of the total amount of the proposed amount for the Initial Term;

5.5 References:

Offeror must list at least three (3) references* external to your organization and/or parent organization that are currently utilizing Offeror's services.

Each reference must be accompanied by (Available Electronically):

- Company Name
- Address
- Phone Number
- Contact Person
- Email Address
- Nature of Relationship and Service Performed
- Time Period of Contract

**If references cannot be provided, explain why.*

5.6 Personnel Qualifications:

For key personnel who will be working on the services described herein, please submit resumes/CVs with the following (Available Electronically):

- Proposed Role
- Job Description
- Industry Certification(s) and Educational Background
- Work History
- Personal Reference (company name, contact name and phone number, scope and duration of project)

5.6 Distinguishing Characteristics:

Offerors are encouraged to identify their distinguishing characteristics. These distinguishing characteristics may be beyond the services described herein, if the Offeror deems they would provide value to the long-term goals of the Board and the Juvenile Court.

****APPENDIX One:**

Hamilton County Building Requirements & Property Maintenance for the Hillcrest property.

PROPERTY MAINTENANCE

A. Requirements for Maintenance, Operation and Repair of Hillcrest Training School

The County is responsible for performing, causing the performance of, and paying for the maintenance, operation, and repair of Hillcrest premises as outlined below unless stated otherwise. If not specified herein, the duty to maintain the property falls on the Offeror.

As used herein, "maintenance, operation and repair" means doing all things necessary or appropriate to (a) keep the Hillcrest premises (including, but not limited to, the components thereof) in good order and repair which is of a routine, regular and predictable nature, (b) to keep the Hillcrest premises safe for residential treatment and use, clean and free of debris, and (c) repair, maintain or replace Components of the Hillcrest premises, as necessary to keep the facility and its components in first class operating condition.

The County will be responsible for the cost of any item (along with the related expense) used in the maintenance, operation and repair of the Hillcrest premises unless stated otherwise within this section. All repairs must be performed with like parts or with parts of higher quality.

All cleaning and maintenance supplies purchased for the site by the County or Operator shall comply with any and all federal, state and local standards applicable to a residential treatment facility and a school.

Examples of maintenance and repair, include, but are not limited to, the following: (a) performing all preventive or routine maintenance and repairs which are described in operating manuals for the components as regular, periodic maintenance or repair procedures; (b) regular maintenance and repair procedures for the HVAC system, including, but not limited to, periodic cleaning, lubricating and changing of air filters; (c) grounds keeping and landscaping; (d) changing of light bulbs, fuses and circuit breakers as they burn out; (e) touch-up painting; (f) periodic testing, maintenance, repair, and replacement of building systems such as mechanical, emergency electrical back-up systems, security cameras, security door access control, fire alarms, carbon monoxide detectors and lighting; (h) cleaning with the exception of inside cottages, trash and snow removal services; (i) pest control;(j) diesel generator and storage tank; and (k) underground fuel storage tanks, fuel pump and fuel pump monitoring system software.

The Department of County Facilities will perform annual benchmark inspections to ensure the maintenance and upkeep of the facility and grounds. These inspections shall include:

1. All equipment will be inventoried, accounted for and reviewed annually. In the event a piece of equipment fails, is damaged, or is destroyed, the County shall note on the inventory the

date and reason such equipment is no longer functional. All equipment purchased by the County is the property of the County and only available for inspection and use by County personnel to ensure the proper function of the facility.

2. **Corrective Maintenance:** A work order system shall be designed by the County to govern the procedures for corrective maintenance work. A priority system for corrective maintenance shall be established so that maintenance work is accomplished in an orderly and systematic manner. A log of all requests and dates of completion must be maintained.
3. All major or critical equipment (e.g. chillers, boilers, air handlers and associated controls, air compressors, kitchen equipment, etc.) shall be on a preventive maintenance schedule. The frequency of preventive maintenance schedule shall be determined by manufacturer's recommendations, local craft expertise and site-specific conditions. All minor or non-critical equipment (e.g. restroom exhaust fans, domestic hot water circulating pumps, temperature control devices, etc.) shall be lubricated, cleaned and checked for proper operating condition at least annually. A log of all preventive maintenance activities must be maintained.
4. **Boilers:** All boilers shall receive inspections and certification as required from an authorized state agent or insurance inspector. The certificate of compliance shall be maintained at the boiler. A record of tests on boiler water, dissolved solids, pressure, water levels, valve setting and other operating parameters shall be kept along with the date and name of person completing the test.
5. **Fire Protection Equipment:** Detection and notification systems (e.g. control panel, smoke detection devices, heat sensing devices, strobe alarm lights, audible alarms, phone line communication module, etc.) shall be tested for operation at least semi-annually by the Department of County Facilities and/or their Contractor. A record of these inspections shall be maintained. Department of County Facilities and/or their Contractor shall ensure Fire Extinguishers will be inspected and tagged annually by a certified inspector. Emergency exit devices, plans, equipment, and communication plan shall be inspected at least annually and records of these inspections shall be maintained. The Department of County Facilities shall work with the local jurisdictions to ensure that on site Fire Hydrants are regularly maintained and repairs are implemented when necessary.
6. **Air-Conditioning and Refrigeration:** A log of essential data (e.g. temperature, condenser water supply and return, current air, oil level and pressure, etc.) must be maintained and the information should be reviewed to identify any trends or changes in the system operation. The causes of any problems must then be corrected to prevent possible system failure or damage. In addition, a factory trained technician shall perform a service inspection annually. Abnormal results must be discussed with manufacturer to determine a proper course of action. An adequate supply of refrigerant shall be maintained. Evidence of all work and inspections shall be maintained.
7. **Plumbing:** All backflow prevention devices shall be tested by certified technicians and documentation shall be filed with the appropriate governmental agency.
8. **In-Door Swimming Pool:** The Offeror and/or their Pool Service Contractor shall ensure the

swimming pool be tested on a daily basis to ensure that the pool is being properly maintained. A log of all essential data (e.g. water supply, inspection, flow and safety) shall be maintained. The Department of County Facilities, when notified by the Offeror, shall conduct repairs to the pool lining and pumping system equipment when necessary.

9. Electrical Systems: All electrical panels shall have a thermo-scan test performed by the Department of County Facilities certified Electricians on all components to identify hot spots or abnormal temperatures. The results of tests shall be documented and any finding requiring repairs will be implemented by the Department of County Facilities and/or their Contractors. A clearance of 3 feet shall be maintained around all electrical panels and electrical rooms shall not be used for general storage of any kind. All electric panels, pull boxes, junction boxes, electrical termination boxes shall be properly labeled, identified and have proper covers in place. All electrical systems shall remain locked to guard against vandalism or personal injury. Only qualified and certified electrical personnel identified by County Facilities shall be permitted to work on electrical equipment.
10. Documentation: All state, federal and local inspections, certifications shall be tagged and be properly be displayed as required by that authority. County must comply with all federal, state and local standards and reporting, including but not limited to OSHA, applicable to the operation of a residential treatment facility and school. All federal and state mandated health and safety plans must be maintained by the County.

A report of any violations issued by any federal or state authority shall be forwarded to the County Administrator and to Court Administrator of Juvenile Court within forty-hours of receipt

B. Landscaping/Grounds Maintenance - Exterior

Property maintenance will include weeding, cultivating, trimming, pruning, mowing, edging, and the application of pesticides, herbicides and fertilizers to meet the following standards by the Department of County Facilities and/or their Contractors:

1. Inspect landscaped/vegetated areas, then weed and remove moss; trim, and remove new or dead growth so walkways, sidewalks and mulched areas are kept clean and maintained.
2. Remove dead, damaged and diseased portions of plants.
3. Prune trees and shrubs to maintain their natural shape.
4. Trees and shrubs are not to be allowed to grow together unless designed to do so as a hedge.
5. Trees (including conifers) will be kept pruned to allow at least 2 feet of unobstructed space between the ground and the lowest limb.
6. Trees will be pruned to avoid conflict with vehicular or pedestrian traffic up to 8 feet and will not be allowed to interfere with site lighting or security cameras.
7. Trees, shrubs and ground cover must be kept off fire hydrants, signs, fences, and walls, sitting areas, walkways and driveways.
8. Lawns, bedded areas, fence lines, asphalt and concrete pads shall be kept weed-free, grass-free (except the lawn areas) and moss-free by hand or use of herbicides.
9. Rake all bedded areas as often as required to ensure a fresh mulch appearance.
10. Sweep or blow clean all sidewalks and/or concrete areas affected by work. All debris shall be removed from the site.

11. Maintain, trim and replace if necessary, ivy and other ground cover for complete bed coverage.
12. Apply insecticide or fungicide to trees, shrubs and ground covers only when significant plant damage would result from not addressing the infestation.
13. Base pest and disease control program on site historical data where available.
14. Keep planter beds and tree wells free of weeds and debris.
15. Control major disease and insect infestations for trees, shrubs and groundcovers.
16. Prune trees, vines, and shrubbery.
17. Pick up and remove all leaves and debris in bedded/landscaped areas, passenger loading areas and parking lots.
18. Lawns to be mowed and edged.
19. The use of pesticides shall comply with all federal, state and local laws, rules and regulations related to schools and residential treatment programs.
20. Existing sidewalks, parking lots, driveways and associated line markings shall be maintained and repaired by the Department of County Facilities and/or their contractors.

C. Snow Removal

The Department of County Facilities and/or their Contractors will ensure all sidewalks, parking lots and stairs to be cleared to allow pedestrian traffic and automobiles clear access to buildings. Walks may be cleared by hand or mechanically, however care is to be taken so that no damage is done to the sidewalks. Snow removal service bidders will be accountable to the County.

D. Janitorial/Cleaning Laundry Services

All vacuum cleaners shall be required to have a HEPA Filtration System installed. All disinfectant agents used in the cleaning process shall be bactericidal, fungicidal, viricidal and tuberculocidal and comply with all federal, state and local standards, including but not limited to OSHA, which are applicable to the operation of a residential treatment facility and a school. Janitorial and laundry service bidders will be accountable to the County. The Department of County Facilities and/or their contractors will be responsible for Janitorial/Cleaning Services in all buildings with the exception of inside the residential cottages. The Offeror and/or their Contractors shall be responsible for cleaning services within the residential cottages.

E. Capital Improvements/Alterations

Any Capital Improvements and/or Alterations to be considered for the property shall be coordinated through Juvenile Court. Juvenile Court shall work with the Department of County Facilities and their Professional Service Providers (i.e. Architects, Engineers, etc.) to identify impacts of the proposed project(s), so they may be fully considered for funding and possible implementation.

****APPENDIX Two: Food Quality & Service cost sheets, sample menu, food specification**

Appendix Two - Cost Sheet
Contract Initial Year 1
 Hamilton County Juvenile Court
 Food Service RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Initial Year 1</u>
Price per Meal - Youth		
Estimated # of meals – Youth	157,680	
Total Annual Estimated Cost (A)		

<u>Total Annual Estimated Cost Breakdown</u>	<u>Hillcrest</u>	
Cost for Food		
Discounts and Donated foods		
Cost for Personnel/other supplies		
Management Fee		
Total Annual Estimated Cost (B)		

Total Annual Estimated Cost should be equal in Rows A & B

	<i>Price Per Meal/Person</i>	<u>Hillcrest Special Events</u>	<i>Price Per Meal/Person</i>
Banquets		Meetings	
Cook Outs		Cook Outs	
Ethnic Meals			
Thanksgiving Dinners			

Signature: _____ Date: _____

Cost Sheet
Contract Renewal Year 1
 Hamilton County Juvenile Court
 Food Service RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Renewal Year 1</u>
Price per Meal - Youth		
Estimated # of meals – Youth	157,680	
Total Annual Estimated Cost (A)		

<u>Total Annual Estimated Cost Breakdown</u>	<u>Hillcrest</u>	<u>Renewal Year 1</u>
Cost for Food		
Discounts and Donated foods		
Cost for Personnel/other supplies		
Management Fee		
Total Annual Estimated Cost (B)		

Total Annual Estimated Cost should be equal in Rows A & B

	<i>Price Per Meal/Person</i>	<u>Hillcrest Special Events</u>	<i>Price Per Meal/Person</i>
Banquets		Meetings	
Cook Outs		Cook Outs	
Ethnic Meals			
Thanksgiving Dinners			

Signature: _____ Date: _____

Cost Sheet
Contract Renewal Year 2
 Hamilton County Juvenile Court
 Food Service RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Renewal Year 2</u>
Price per Meal - Youth		
Estimated # of meals - Youth	157,680	
Total Annual Estimated Cost (A)		

<u>Total Annual Estimated Cost Breakdown</u>	<u>Hillcrest</u>	<u>Renewal Year 2</u>
Cost for Food		
Discounts and Donated foods		
Cost for Personnel/other supplies		
Management Fee		
Total Annual Estimated Cost (B)		

Total Annual Estimated Cost should be equal in Rows A & B

	<i>Price Per Meal/Person</i>	<u>Hillcrest Special Events</u>	<i>Price Per Meal/Person</i>
Banquets		Meetings	
Cook Outs		Cook Outs	
Ethnic Meals			
Thanksgiving Dinners			

Signature: _____ Date: _____

Cost Sheet
Contract Renewal Year 3
Hamilton County Juvenile Court
Food Service RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Renewal Year 3</u>
Price per Meal - Youth		
Estimated # of meals - Youth	157,680	
Total Annual Estimated Cost (A)		

<u>Total Annual Estimated Cost Breakdown</u>	<u>Hillcrest</u>	<u>Renewal Year 3</u>
Cost for Food		
Discounts and Donated foods		
Cost for Personnel/other supplies		
Management Fee		
Total Annual Estimated Cost (B)		

Total Annual Estimated Cost should be equal in Rows A & B

	<i>Price Per Meal/Person</i>	<u>Hillcrest Special Events</u>	<i>Price Per Meal/Person</i>
Banquets		Meetings	
Cook Outs		Cook Outs	
Ethnic Meals			
Thanksgiving Dinners			

Signature: _____ Date: _____

Cost Sheet
Contract Renewal Year 4
 Hamilton County Juvenile Court
 Food Service RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Renewal Year 4</u>
Price per Meal - Youth		
Estimated # of meals - Youth	157,680	
Total Annual Estimated Cost (A)		

<u>Total Annual Estimated Cost Breakdown</u>	<u>Hillcrest</u>	<u>Renewal Year 4</u>
Cost for Food		
Discounts and Donated foods		
Cost for Personnel/other supplies		
Management Fee		
Total Annual Estimated Cost (B)		

Total Annual Estimated Cost should be equal in Rows A & B

	<i>Price Per Meal/Person</i>	<u>Hillcrest Special Events</u>	<i>Price Per Meal/Person</i>
Banquets		Meetings	
Cook Outs		Cook Outs	
Ethnic Meals			
Thanksgiving Dinners			

Signature: _____ Date: _____

Please provide a
21 Day Sample Menu

Hamilton County Juvenile Court Hillcrest Food Specifications

Meats/Fish/Poultry

- Meats/fish/poultry are to be purchased only from plants that have been inspected and approved for strict compliance to the highest level of food safety standards. Products may never be purchased that do not have a manufacturer's and distributor's assurance of safe handling.
- **All meat must be USDA Choice inspected.**
- **All fish must be US Government inspected**
- **All poultry must be USDA inspected**
- **CN Labels are required for all commercially prepared products as well as a Nutrition Facts label.**
- **Type of and amount of meat content as stated on the required bid menu is the minimum requirement**
- **Cheese must be real, not imitation or cheese substitute**

Fruits and Vegetables

- **Fresh Produce:**
 - Fruits: U.S. No. 1 or highest quality
 - Produce: U.S. No. 1 or highest quality
 - Vegetables U.S. No. 1 or highest quality
- **Canned Fruit, Vegetable or Produce**
 - US Grade A Choice (CN labels)
- **Frozen Vegetable or Produce:**
 - Highest Quality (CN labels)
- **Fruit Juice**
 - Highest Quality, highest percentage real juice and low sugar (e.g. Minute Maid) or equivalent.
- **Milk and Milk Substitutes**
 - Reduced fat with vitamin A & D
 - Low fat chocolate with vitamin A & D
 - Soy Milk
 - Almond Milk
 - Oat Milk
- **Fruit Drink**
 - Vitamin C enriched, sugar (not saccharin or other artificial sweetener) sweetened

Breads & Cereals

- **Cold cereals (e.g. Kellogg's)**
- **Bagels (e.g. Lenders)**
- **Hoagie & Kaiser Rolls at least 2.5 oz each**
- **Whole wheat breads preferred**

Condiments

- **Ketchup, mustard, relish, mayonnaise or equivalent**
- **Margarine – portion control pack, 100% vegetable oil**
- **Salad dressings – low fat preferred or equivalent (e.g. Wishbone)**
- **Hot Sauce**
- **Syrup**

Dessert Items

- **Pre-made snack cakes, etc (e.g. Dolly Madison or Hostess)**
- **First quality cookie and cake mixes (e.g. Pillsbury, General Mills)**

****APPENDIX Three: Required Exhibits to include in RFP submission for Hillcrest Offerors**

EXHIBIT I – Narrative

Indicate any exceptions you have to any terms and conditions, including but not limited to: Contract Period, Funding, Invoice, Continuity of Service/Transition Period, Indemnification, and Insurance Requirements all other requirements in Section 3 and 4 of this RFP. If no exceptions or deviations are listed, the County will assume Offeror accepts all terms, conditions, requirements and specifications outlined herein and that its cost includes all such terms, conditions, requirements and specifications.

Describe with specificity how you will accomplish the Required Scope of Work for each Service Area included in Offerors bid as outlined in Sections 4.1 to 4.5:

- **4.1 Residential Service Area:** 24/7 residential care, supervision and behavioral management for children in up to 144 total placement beds; including service coordination for children in Respite Care
- **4.2 Programmatic and Behavioral Health Service Area:** Evidenced-based treatment and programming for two resident categories:
 - Criminogenic behaviors, including sex offenders, and mental/behavioral concerns
 - Significant mental/behavioral health concerns
- **4.3 Educational Service Area:** Comprehensive curriculum for students from elementary through high school as required and sanctioned by the Ohio Department of Education
- **4.4 Food Operations Service Area:** Overall function of the food service department including food quality and service; quality control and assurance, maintenance and cleaning
- **4.5 Medical/Dental Health Service Area:** Offerors are expected to provide the services in keeping with NCCHC standards and regulations of the State of Ohio as part of the health services program as outlined for every child admitted to Hillcrest.

Offerors should describe any experience with similar projects of comparable size and scope.

Offerors should describe, with specificity, funding resources available to their agency or programming, such as 4E, Medicaid, etc.. to help defer costs.

Offerors should provide, with specificity, ability to meet the timeline requested for implementation of the services of _____, 2023.

Offerors should describe, with specificity, distinguishing characteristics, which should be considered. These characteristics may be beyond the Scope of Work described herein if you determine they would provide value to the long-term goals of the Board and Juvenile Court.

Offerors should identify experiences and qualifications that would distinguish them in providing services for specific areas. These characteristics should include but are not limited to: national and state awards; evaluation outcome studies; grant outcomes; financial capacity and stability; licensure of Provider; and staff qualifications.

Offeror should affirm there are no final judgments against it that have not been satisfied in the total amount of fifty-percent (50%) of the proposed amount of the project.

EXHIBIT II-Cost Sheet

Offeror(s) must submit a Budget, Budget Narrative, and a calculation of the Unit Rate for each year of the Initial Term and the Optional Renewal Term. If an alternate proposal is submitted after approval by the Board and Juvenile Court for a different term, Offeror shall submit the same Budget, Budget Narrative, and a calculation of the Unit Rate for each year of the alternate proposals term. Offeror understands that the Unit Rate will be used to compensate Offeror for the Program Area or Areas in Sections 4.1 to 4.5 for which you are submitting a proposal for services provided. For the Optional Renewal Term, any increases in Unit Rate will be at the sole discretion of the Board and Juvenile Court, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the final year of the Initial Term. Nothing in this RFP shall be construed to be a guarantee of any Unit Rate increase.

Offeror must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following: Title IV-E maintenance; case management; transportation; and other direct services (e.g. special diets, clothing, insurance, respite care), behavioral healthcare, administration, needed to accurately calculate the cost of a Unit Rate.

Offeror must submit a detailed Budget Narrative for each Budget submitted which demonstrates how costs are related to the service(s) presented in the proposal.

Offeror must take note that "profit" will be a separately negotiated element of price, if Offeror is a for-profit organization.

For the purposes of this RFP, "unallowable" program costs include: cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair; bad debt or losses arising from uncorrectable accounts and other claims and related costs; contributions to a contingency(ies) reserve or any similar provision for unforeseen events; contributions, donations or any outlay of cash with no prospective benefit to the facility or program; entertainment costs for amusements, social activities and related costs for staff only; costs of alcoholic beverages; goods or services for personal use; fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations; gains and losses on disposition or impairment of depreciable or capital assets; cost

of depreciation on idle facilities, except when necessary to meet Contract demand; costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as permitted by federal or state law; losses on other contracts; organization costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization; costs related to legal and other proceedings; goodwill; asset valuations resulting from business combinations; legislative lobbying costs; cost of organized fund raising; cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments; any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds; advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus; cost of insurance on the life of any officer or employee for which the facility is beneficiary; major losses incurred through the lack of available insurance coverage; and cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

If there is a dispute regarding whether a certain item of cost is allowable Hamilton County and the Juvenile Court's decision is final.

Cost Sheet
Contract Initial Year 1
 Hamilton County Juvenile Court
 RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Initial Year 1</u>
Unit Cost -Residential Service Area		
Unit Cost-Programmatic and Behavioral Health Service Area		
Unit Cost—Educational Service Area		
Unit Cost—Food Service Operations Area		
Unit Cost—Medical/Dental Health Service Area		
Total Annual Estimated Cost		

Signature: _____ Date: _____

Cost Sheet
Contract Renewal Year 1
 Hamilton County Juvenile Court
 RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Renewal Year 1</u>
Unit Cost -Residential Service Area		
Unit Cost-Programmatic and Behavioral Health Service Area		
Unit Cost—Educational Service Area		
Unit Cost—Food Service Operations Area		
Unit Cost—Medical/Dental Health Service Area		
Total Annual Estimated Cost		

Signature: _____ Date: _____

Cost Sheet
Contract Renewal Year 2
 Hamilton County Juvenile Court
 RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Renewal Year 2</u>
Unit Cost -Residential Service Area		
Unit Cost-Programmatic and Behavioral Health Service Area		
Unit Cost—Educational Service Area		
Unit Cost—Food Service Operations Area		
Unit Cost—Medical/Dental Health Service Area		
Total Annual Estimated Cost		

Signature: _____ Date: _____

Cost Sheet
Contract Renewal Year 3
 Hamilton County Juvenile Court
 RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Renewal Year 3</u>
Unit Cost -Residential Service Area		
Unit Cost-Programmatic and Behavioral Health Service Area		
Unit Cost—Educational Service Area		
Unit Cost—Food Service Operations Area		
Unit Cost—Medical/Dental Health Service Area		
Total Annual Estimated Cost		

Signature: _____ Date: _____

Cost Sheet
Contract Renewal Year 4
 Hamilton County Juvenile Court
 RFP Summary

<u>Unit Cost Breakdown:</u>	<u>Hillcrest</u>	<u>Renewal Year 4</u>
Unit Cost -Residential Service Area		
Unit Cost-Programmatic and Behavioral Health Service Area		
Unit Cost—Educational Service Area		
Unit Cost—Food Service Operations Area		
Unit Cost—Medical/Dental Health Service Area		
Total Annual Estimated Cost		

Signature: _____ Date: _____