

REQUEST FOR QUALIFICATIONS

RFQ NUMBER: DYS120102

The Ohio Department of Youth Services (ODYS) is requesting Responses for:

ODYS NON-RESIDENTIAL SERVICES REQUEST FOR QUALIFICATIONS

INQUIRY PERIOD BEGINS: OPEN INDEFINITELY

**OPENING DATE: OPEN INDEFINITELY – PROVIDERS
MAY SUBMIT QUALIFICATIONS AT
ANY TIME**

**OPENING LOCATION: ODYS Central Office
51 N. High Street
Columbus, OH 43215
ATTN: Alan Childress, Contracts**

The intent of this document is to obtain a list of qualified providers, to be utilized on an as-needed basis by each Regional Office.

Multiple, qualified providers, able to provide the same type of service to one or more Regional Offices, will be contacted to confirm per diem pricing and availability. Purchase orders will be issued from each Regional Office at the time the service is needed.

Providers responding to this Request for Qualifications, should indicate which Regional Office/County they are able to provide service.

Providers which can offer multiple types of service should reprint and return the Response Form, beginning on page 81, for each type of service.

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- II. RFQ Timeframe Requirements
- III. Overview of Services, Exhibit A
- IV. Declaration Statements Explanation
- V. RFQ Response Form

ATTACHMENTS

- Attachment 1 Standard Terms and Conditions
- Attachment 2 Respondent Profile
- Attachment 3 Declaration Statement

Attached is an Ohio Department of Youth Services` (ODYS) Request for Qualifications (RFQ). If you are interested in responding please complete the "Provider Response" and attach all documentation required. Provided below are additional requirements and directions for all potential responders.

- After reviewing Part Three, Exhibit A; Part 4, regarding the Declaration Statements Explanations and Attachment Three, (Standard Terms and Conditions) and if applicable, other attachments, complete and sign "Provider Qualifications Response".
- Directions for completion of the Provider Qualifications Response Form:

1. Sections should all be completed. We request that they be typed or legibly printed.
2. Proposed costs are to be ALL INCLUSIVE. Services will NOT be reimbursed if they are not listed. If the proposed cost is based upon a fee schedule or budget, be sure to attach these documents.

NOTE: If the Provider receives or anticipates receiving any other type(s) of funding (e.g. Medicaid, Title IV-E, etc.), the Provider is to provide multiple rates based on eligibility (e.g. one rate for non-eligible program/youth and one rate for eligible). A schedule detailing the adjustment(s) is to be attached to the "Provider Qualifications Response."

3. Attach any and all documents requested.
- General Notes:
 1. If you have any questions, please submit an inquiry as directed in Part One, General Instructions.
 2. Make a note of the deadline date and time detailed in Part Two, RFQ Time Requirements. This information provides the date and time that your Response must be received by the ODYS Site requesting the RFQ. There will be no exceptions.
 3. Be sure to return the ENTIRE package received (not just the "Provider Qualifications Response" page but also all attachments), with original signatures, (blue ink is preferred) and Three (3) copies of the complete package.
 4. A "Provider Checklist" is attached (final page) to assist you with completing the RFQ package.

PART ONE: GENERAL INSTRUCTIONS

I. GENERAL INSTRUCTIONS

A. Contacts

The following section provides details on how to get more information about this RFQ and how to respond to this RFQ. All responses must be complete and in the prescribed format.

The following Project Representative will represent ODYS during the RFQ process:

Name: Alan Childress, Contracts
Institution: ODYS Central Office, Finance & Planning
Address: 51 N. High Street
Columbus, OH 43215

RFQ Manager: During the RFQ process – communication should be only via email, with:
Alan Childress
alan.childress@dys.ohio.gov

During the performance of the Project, a Project Representative will represent ODYS and will be the primary contact for matters relating to this project. ODYS will designate the Project Representative in writing at the time the Qualified Provider List is established.

By submitting a qualifications response, the Provider acknowledges that it has read this RFQ, understands it, and agrees to be bound by its requirements.

The State is not responsible for the accuracy of any information regarding this RFQ that was gathered through a source different from the inquiry process described in this RFQ.

B. Inquiries/Clarifications

Responders may make inquiries or seek clarifications regarding this RFQ any time during the inquiry period listed in the RFQ Timeframe Requirements. To make an inquiry, Responders must email the Project Representative. All inquiries must be received prior to the end of the Inquiry Period listed on the cover page. The state will make every effort to post responses within 48 hours. All inquiries and responses will be posted on the website where the RFQ opportunity is posted. Interested providers will be able to access the questions and answers during the time the RFQ is posted.

Responders may make inquiries regarding this RFQ any time during the inquiry period listed in the Timeframe Requirements, at this website:
www.ohio.gov/DYS

The Inquiry function may be accessed at this site, by choosing, “Contractual Opportunities”, “Procurement Opportunities”, “Search” and then choosing the correct “Doc/RFQ#.” The “Submit Inquiry” function is found at the bottom of the RFQ Opportunity information page.

The State will try to respond to all inquiries within 48 hours, excluding weekends and State holidays. But the State will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Inquiries and or requests for clarification about a specific portion of this RFQ must reference the relevant part of this RFQ and include the provision heading with the RFQ page number. The inquiry must contain the name of the prospective Responder, and prospective Responder’s representative who should receive the response, including the representative’s business telephone and fax numbers.

Responders who attempt to seek information or clarifications verbally will be directed to reduce their questions to writing in accordance with state purchasing policy.

C. RFQ Deadline and Requirement

The RFQ will remain open, posted on the ODYS website, indefinitely for Providers to respond to beyond the initial "open" date. Providers should submit the complete, sealed, and signed original and Three (3) complete, signed copies of its Response, with the outside of the envelope(s) clearly marked as indicated in Part Two. The Original and all copies should include:

- the entire RFQ document;
- Completed, signed pricing page(s), indicating which Regional Office/Counties can be served;
- Completed Provider Profile Summary;
- Completed, signed Declaration of Material Assistance Form;
- Completed, signed Declaration Pages;
- Completed W-9; and,
- Completed checklist.

Acceptable delivery methods for submission of Provider responses are U.S. Mail, any over night or express delivery service, courier or hand delivery. All Responses must be received at the submission address indicated within this RFQ no later than 3:00 pm, Eastern Standard Time on the listed deadline date. The time clock at the receiving facility will rule the official receipt time for this initial opening of Qualifications Responses. This is an on-going search for qualified providers and so additional responses may be received throughout the course of the project and as providers obtain additional qualifications that may allow them to be added to the approved, qualified provider list.

Submit Responses to the ODYS RFQ Project Representative named under the Contact.

Each Responder must carefully review the requirements of this RFQ and the contents of its Response. Once opened, Responses cannot be altered, except as allowed by this RFQ.

ODYS may reject any Response if the Responder takes exception to the terms and conditions of this RFQ, fails to comply with the procedure for participating in the RFQ process, or the Provider's Response fails to meet any requirement of this RFQ. ODYS may also reject any Response that it believes is not in its interests to accept and may decide not to do business with any of the potential Providers responding to this RFQ.

All Responses and other submitted material will become the property of ODYS and will not be returned. The Responder should not include proprietary information in a Response because ODYS maintains the right to use any materials or ideas submitted without compensation to the Responder. Additionally, all Responses will be open to the public after ODYS completes the evaluation.

ODYS will retain all Responses or a copy of them, as part of the RFQ file for the period of the service requirement and any subsequent renewals. After the retention period, ODYS may return, destroy, or otherwise dispose of the Responses and copies.

D. Waiver of Defects

ODYS maintains the right to waive any defects in any Response or in the Bidder's submission process. ODYS will only waive immaterial defects if it believes that is in the ODYS's best interest.

E. Response Instructions

The Provider must organize each Response in a manner consistent with the order of this RFQ and any attachments, if deemed relevant affirming a provider's qualifications.

ODYS wants clear and concise Responses. Potential Providers should take care to completely answer questions and meet all RFQ requirements.

The requirements for the Response's contents and formatting are contained in an attachment to this RFQ.

ODYS will not be liable for any costs incurred by any Responder in responding to this RFQ, even if the ODYS does not award a Purchase Order through this process. It may also cancel this RFQ and find providers for these services through some other process or by issuing another RFQ.

The requirements for the Response's contents and formatting are contained in an attachment to this RFQ. A bid must be judged as responsive and responsible in order to be considered for award.

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PART TWO: RFQ TIMEFRAME REQUIREMENTS

II. RFQ TIMEFRAME REQUIREMENTS

A. Firm Dates

Initial RFQ Issued: May 13, 2011
Open Indefinitely – Responses will be received as
RFQ Response Due Date: delivered.
Work Begins: As Requested

(Providers may be added to the Approved Qualified Provider List after these dates - The RFQ will remain on the ODYS website, indefinitely, for new and newly-licensed Providers to submit their qualifications.)

B. Amendments to Response

Amendments or withdrawals of Responses are allowed until 3:00 P.M., Eastern Standard Time, on the stated Response Due Date. No amendment or withdrawals will be permitted after the due date, except as expressly authorized by this RFQ.

C. Response Deadline and Requirement

Each Provider must submit its Response, in a sealed envelope, with the outside of each envelope clearly marked as:

“ODYS REQUEST FOR QUALIFICATIONS FOR NON-RESIDENTIAL SERVICES”

The term of the Provider's qualifications is from date of final approval of the qualifications (approximately July 1, 2011) through June, 30, 2012, with one, 12-month renewal available for the Qualification List.

Qualified Providers added to the Approved Provider List, throughout the original effective dates and subsequent renewal of the Approved Provider List, will be included in the all effective dates.

The objective of this RFQ is to solicit responses for qualified providers to provide the requested services to the Ohio Department of Youth Services at the institution(s)/facilities indicated. ODYS requests interested providers to submit their qualifications for consideration for addition to the approved Qualified Provider List. The responses will form the basis of a metrics of qualified Providers to provide such services to the Regional Offices on an as-needed basis – the accepted qualifications shall be the minimum acceptable standard expected of the Provider throughout the term of the active Qualified List.

The Provider must fully describe and document how they qualify to provide the services as described in the Exhibit A for each service. The Provider must provide services in a manner consistent with established standards of the American Correctional Association (ACA), the Ohio Department of Youth Services and all federal, state and local laws.

As the need for each described service arises in the Regional Office, the Provider will be selected (if multiple Providers qualify for the same service in the same region) based primarily, on the selection criteria described below and in Exhibit A:

1. Provider being available for the Projected Dates of Service;
2. Unit or Per Diem Pricing;
3. Proximity of the Provider to the County, City, Youth or Family;
4. Is the Provider a certified MBE or EDGE Provider;
5. Possible combination of 1-4.
6. In addition to the above factors that will determine how each Regional Office will select a Provider at the time the service is needed, Medicaid eligibility will be considered:

For Medicaid covered services, preferential consideration will be given to Medicaid providers. An eligible provider of Medicaid covered services must have a valid Ohio Health Plans Provider Agreement approved by and on file with the Ohio Department of Job and Family Services. The provider shall submit the page titled "Ohio Medicaid Provider Agreement" from the Ohio Health Plans Provider Agreement as evidence.

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AFRICENTRIC COUNSELING
(Individual and Group)
1) Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system with new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship.

In the Parole Regional Offices, the majority of parolees are African-American. In many cases these parolees do not demonstrate a strong positive sense of self or a strong sense of connection with their communities. Often, however, they derive their support from negative people doing negative things. Attempts to motivate them have failed because these attempts did not utilize Africentric teaching methods to deliver Africentric programming.

In the Parole Regional Offices, Africentric groups and individual training can play a significant role in any plan calling for breaking the cycle of negative associations, negative acts, incarceration and disconnectedness, while developing a more positive orientation in which the parolee has a sense of self and connection with others in the community. With this orientation, the parolee becomes a productive part of the community and the community becomes a safer place.

To meet this need, an experienced and client-focused Provider is being sought to offer comprehensive Africentric groups and individual training to referred Regional parolees. The selected Provider will work closely with juvenile parole officers and other regional office staff members in providing groups and individual training. The selected Provider will have a proven history of past success in providing Africentric groups and individual training for serious juvenile offenders and other high risk youth.

Services are to be provided through all five of the regional offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive Africentric counseling services for male and female parolees referred by the Parole Regional Offices and residing in one of the five regions listed above. Youth served will be 10 to 20.99 years old. The Provider must specify in which counties they can provide services.

Definition/Description of Services:

Location of Service:

The Responder shall provide specific Africentric Counseling individual and group counseling at the Provider's Office, one of the five Parole Regional Offices or another site mutually agreed upon and accessible to youth and their families.

Frequency of Service:

Individual and group counseling should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of counseling will vary based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The Responder will provide this service for a period of up to three (3) months per youth. The Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of stay beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within seven (7) business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) After completing the assessment, the Provider shall complete an individualized treatment plan with input of the juvenile parole officer which must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
 - a) Cultural values and spirituality (including the seven principles of Nguzo Saba)
 - b) Africentric Rites of Passage
 - c) Violence reduction/anger management education
 - d) Substance abuse education
 - e) Relationship building
 - f) Skills training and critical thinking skills training
- 3) The Provider shall submit an individual treatment plan to Regional Parole Staff within seven (7) business days of the first service day.
- 4) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by tenth day of each month following the month of service.
- 5) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted within fourteen days of the termination date.
- 6) The Provider shall submit the "Purchase Order" (included in the Provider package) to Regional Parole Staff by the tenth day of each month following the month of service. Activity sheets shall include the referred youth's name, signature, and actual dates and times of service. The Regional Office will not process invoices without these specifics.

- 7) For individual counseling, the Provider will bill DYS for the cost of services per youth per hour. For group services, the Provider will bill DYS by the cost of services per hour, regardless of the number of youth in attendance.

No-Show Policy:

The Provider may not bill ODYS for a youth or youths that do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager on this issue.

- 8) The Provider may only bill DYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 9) The Provider shall maintain appropriate licenses and/or certifications to provide Africentric Counseling services. If the license or certification expires during the term of the Pre-Qualified Provider's List, the Responder shall provide DYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Bidder's Response, the Provider certifies that all staff that are required to be licensed are appropriately licensed.
- 10) Licensure/Certification requirements include current credentials in one or more of the following areas:
 - Ohio Department of Mental Health
 - State of Ohio Counselor and Social Work Board
 - Ohio State Board of Psychology
- 11) The Provider shall maintain regular contact with the referred youth's parole office and notify the parole officer of any significant incidents or reasons for concern.

C. Monitoring and Evaluation:

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the bidder to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each bidder should tailor their progress measures to the specific goals of their program/service).

EXAMPLE A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:

Baseline

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The Provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration, Organization and Management:

Monitoring and evaluation are the responsibility of the Regional Office staff and are used to determine program impact upon each referred youth and to ensure that Africentric groups and individual counseling services are being properly provided and administered. Regional Parole Staff share the responsibility for program monitoring.

With this service, we hope to provide referred parolees with a more positive sense of self and a stronger connection to the community. With the development of new competencies, referred parolees might better avoid return to criminal activity.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the Provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses where the Provider is taking into consideration factors including, but not limited to, price (if applicable) and the results of the evaluation process (if applicable), had determined that the addition to the Qualified Provider's List would not be in the best interest of the Provider or the state.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- (A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- (B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- (C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

ANGER MANAGEMENT/AGGRESSION REDUCTION SPECIFIC COUNSELING
Individual and Group

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system having developed new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship.

A significant number of parolees come to the Ohio Department of Youth Services with extensive histories of aggressive, assaultive and violent behavior. Many of these parolees have received only minimal experience in the institutions with programs designed to reduce violence and manage anger. A more intensive delivery approach would better enable parolees to meet the requirements for responsible living, subsequently reducing their risk to recidivate and/or reducing their involvement with the criminal justice system.

The availability of individual and group violence reduction/anger management counseling services is essential if parolees who are prone to aggressive, violent behavior are to succeed in meeting the requirements of responsible citizenship and positive participation in their home communities. To meet this need, an experienced and client-focused Provider is being sought to offer comprehensive individual and group violence reduction/anger management counseling to referred Region parolees. The selected Provider will work closely with juvenile parole officers and other regional office staff members in providing this individual and group counseling. The selected Provider will have a proven history of past success in providing violence reduction/anger management individual and group counseling for serious juvenile offenders and other high-risk youth. Services are to be provided through all five of the regional offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive anger management/aggression reduction specific counseling, for male and female parolees referred by ODYS Parole Staff and residing in one of the five regions listed above. Youth served will be 10 to 20.99 years old. Provider must specify in which counties they can provide service.

Definition/Description of Services:

Location of Service

The Responder shall provide specific Anger Management/Aggression Reduction Specific services at the Provider's office, Regional Office or another site mutually agreed upon and accessible to youth and their families.

Frequency of Service

Individual and group counseling should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of counseling will vary based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service

The Responder will provide this service for a period of up to three (3) months per youth. The Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of stay beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within seven (7) business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) After completing the assessment, the Provider shall complete an individualized treatment plan with input from the juvenile parole officer which must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
 - a) Violence in our communities
 - b) Causes of violence in society
 - c) Anger and anger triggers
 - d) Physical signs of anger
 - e) Consequences of violence
 - f) Values and beliefs
 - g) Behaviors that escalate or reduce violence
 - h) The role of alcohol and drugs
 - i) Family dynamics
 - j) Critical thinking skills
 - k) Values clarification
 - l) Relationship building
 - m) Cognitive behavior training
- 3) The Provider shall submit an individual treatment plan to the Regional Parole Services Supervisor (JPSS) within seven (7) business days of the first service day.
- 4) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted to the JPSS by the tenth day of each month following the month of service.
- 5) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted the JPSS within fourteen (14) days of the termination date.
- 6) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase Order to the regional office.

- 7) For individual counseling, the Provider will bill DYS for the cost of services per youth per hour. For group services, the Provider will bill DYS by the cost of services per hour, regardless of the number of youth in attendance.

No-Show Policy:

The Provider may not bill ODYS for a youth or youths that do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 8) The Provider may only bill DYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 9) The Provider shall maintain appropriate licenses and/or certifications to provide specific day treatment services. If the license or certification expires during the term of the service, the Provider shall provide DYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Provider's Response, the Provider certifies that all staff that are required to be licensed are appropriately licensed.

Licensure/Certification requirements include current credentials in one or more of the following areas:

- Ohio Department of Mental Health
- State of Ohio Counselor and Social Work Board
- Ohio State Board of Psychology
- Licensed Professional Clinical Counselor
- Ohio Certification/Training in Violence Prevention
- Certification in Violence Prevention Train the Trainers

- 10) The Provider shall maintain regular contact with the referred youth's parole office and notify the juvenile parole officer of any significant incidents or reasons for concern.

C. Monitoring and Evaluation:

Monitoring and evaluation are the responsibility of the Regional Parole staff and are used to determine program impact upon each referred youth and to ensure that Violence Reduction/Anger Management individual and group training services are being properly provided and administered. Regional Parole Staff share responsibility for program monitoring.

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the Provider to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each Provider should tailor their progress measures to the specific goals of their program/service).

EXAMPLE A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:

Baseline

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The Provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration, Organization and Management:

Administration and management are the responsibility of the Regional Parole Staff. Monitoring of the day-to-day services will be completed by the appropriate juvenile parole officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager and/or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and service invoices, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the Provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- (A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- (B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- (C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

DAY TREATMENT COUNSELING

EXHIBIT A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system having developed new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship.

A significant number of youth released from ODYS institutions are high risk and thus require higher levels of programming beyond that involved in basic parole. Many of these youth are deficient in various academic, employment, and social areas and thus may fail to meet the goals of public safety, youth accountability and competency development. A Provider is needed to assist youth who under the supervision of a day treatment program will attain competency in the areas of employment, school (GED), and social skills.

Services are to be provided through all five of the regional offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive day treatment, for *male and female* parolees referred by the ODYS Regional Office and residing in one of the five regions listed above. Youth served will be 10 to 20.99 years old. Provider must specify in which counties they can provide service.

Description of Services:

Location:

The Responder shall provide specific Day Treatment services at the Provider's office or another site mutually agreed upon and accessible to youths and their families.

Frequency of Service:

The Responder shall provide Day Treatment Services, Monday through Friday for a minimum of four (4) hours per day.

Length of Service:

The Responder will provide this service for a period of up to three (3) months per youth. The Ohio Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of treatment beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within seven (7) business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) After completing the assessment, the Provider shall complete an individualized treatment plan with input of parole officer to include:
 - a) Individual counseling services
 - b) Independent living skills training
 - c) Life Skills training
 - d) Remedial academic education
 - e) GED preparation including GED Practice Test
 - f) Job skills training
 - g) Recreational activities
 - h) Maintenance of daily attendance sheets on each youth
- 3) The Provider shall submit an individual treatment plan within seven (7) business days of the first service day.
- 4) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by the tenth day of each month following the month of service.
- 5) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted within fourteen days of the termination date.
- 6) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase Order to the Regional Office.
- 7) For day treatment, the Provider will bill DYS for the cost of services per youth per day.

No-Show Policy:

The Provider may not bill ODYS for a youth or youths who do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 8) The Provider may only bill ODYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service daily rate.
- 9) The Provider shall maintain appropriate licenses and/or certifications to provide specific day treatment services. If the license or certification expires during the term of the service, the Responder shall provide DYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Provider's Response, the Provider certifies that all staff who are required to be licensed are appropriately licensed.

Licensure/Certification requirements include current credentials in one or more of the following areas:

- Ohio Department of Mental Health
- State of Ohio Counselor and Social Work Board
- Ohio State Board of Psychology

- 10) The Provider shall maintain regular contact with the referred youth's juvenile parole office and notify the Juvenile Parole Officer of any significant incidents or reasons for concern.

C. Monitoring and Evaluation:

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the Provider to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each Provider should tailor their progress measures to the specific goals of their program/service).

EXAMPLE A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:**Baseline**

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The Provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration and Management:

Administration and management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Regional Parole Staff in her/his contacts with agency and youth as well as in consultation with the with the Juvenile Parole Services Supervisor. The Regional Parole Staff is responsible for the supervision of the Provider and services rendered. The Business Operations Manager will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and service invoices, at least three (3) times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the Provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

DRUG TRAFFICKER SPECIFIC COUNSELING ***(Individual and/or Group)***

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system possessing new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship.

Increasingly, a large number of released youth have substance abuse issues and have been involved in the selling of illegal substances. These youth require continuing drug trafficker counseling to complement counseling received in Institutional and/or residential care. Institutional reports and anecdotal evidence and or/parole experience strongly suggest that additional drug trafficker counseling in the community is a major factor in promoting a positive community.

Services are to be provided in five Regional Offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive drug trafficker specific counseling for male and female parolees referred by ODYS Parole Staff and residing in one of the five regions: Akron, Cleveland, Columbus, Dayton and Toledo. Youth served will be 10 to 20.99 years old. The Provider must specify in which counties they can provide service.

Definition/Description of Services:

Location of Service:

The Responder shall provide specific Drug Trafficker Specific counseling at the Provider's Office, Regional Office or another site mutually agreed upon and accessible to youth and their families.

Frequency of Service:

Individual and group counseling should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of counseling will vary based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The Responder will provide this service for a period of up to three (3) months per youth. The Ohio Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to

make the final determination regarding length of stay beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in detention or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within seven (7) business days after receiving the referral by setting a date for assessing the referred youth's needs.
- 2) After completing the assessment, the Provider shall complete an individualized treatment plan with input of juvenile parole officer which must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
 - a) Education
 - Coping skills training
 - Job readiness training
 - b) Problem Ownership
 - Victim awareness/empathy
 - Restitution/making amends
 - Personal story
 - Personal responsibility
 - Self-worth evaluation
 - c) Accountability/Empathy
 - Victim awareness
 - Consequences of behavior
 - Making amends
- 3) The Provider shall submit an individual treatment plan within seven (7) business days of the first service day.
- 4) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by tenth day of each month following the month of service.
- 5) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted within fourteen (14) days of the termination date.
- 6) The Provider shall submit the "Purchase Order" no later than the tenth day of each month following the month of service. Activity sheets shall include the referred youth's name, signature, and actual dates and times of service. The Regional Office will not process invoices without these attachments.
- 7) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase Order to the Regional Office.

- 8) For individual counseling, the Provider will bill ODYS for the cost of services per youth per hour. For group services, the Provider will bill ODYS by the cost of services per hour, regardless of the number of youth in attendance.

No-Show Policy:

The Provider may not bill ODYS for a youth or youths who do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 9) The Provider may only bill ODYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 10) The Provider shall maintain appropriate licenses and/or certifications to provide specific drug trafficking services. If the license or certification expires during the term of service, the Responder shall provide DYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Provider's Response, the Provider certifies that all staff that is required to be licensed are appropriately licensed.

Licensure/Certification requirements include current credentials in one or more of the following areas:

- Ohio Department of Mental Health
- Ohio Department of Alcohol and Drug Addiction Services
- Ohio Credential Board of Chemical Dependence Professionals
-CCDC III is required
- State of Ohio Counselor and Social Work Board
- Ohio State Board of Psychology

- 11) The Provider shall maintain regular contact with the referred youth's parole office and notify the Juvenile Parole Officer of any significant incidents or reasons for concern.

D. Monitoring and Evaluation:

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred.

INDICATOR 2:

Provider will initiate services to youth within 3 business days of acceptance.

MEASURE 2:

Number of youth accepted and served within 3 business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the bidder to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each bidder should tailor their progress measures to the specific goals of their program/service).

Example A:

Baseline

Within 14 days of program entry, the Provider will administer a written **pre-test** to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A **post-test** shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:

Baseline

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The Provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration, Organization and Management:

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with the agency and the youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager and or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and purchase orders, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the Provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- (A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- (B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- (C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

GENDER SPECIFIC SERVICES **(Individual and/or Group)**

Exhibit A

A. STATEMENT OF NEEDS:

The Ohio Department of Youth Services (ODYS) provides parole services to youth released from our State institutions. Programmatic services are a vital component to each felony offender's parole period. Female parolees and their families are in need of assistance in dealing with gender specific issues. Young women require additional attention for such sensitive issues as rape, incest, victimization, gang involvement, drug and alcohol abuse, sexually transmitted diseases, physically abusive relationships and posttraumatic stress.

These young women, who are at a particular high risk to re-offend, need a supportive and understanding environment in which they can discuss the issues pertinent to them, learn to deal with their problems in a positive, constructive manner, and to empower them with new skills in which to better resolve their individual problems.

Young women released to parole services are therefore in need of services. By ODYS providing young women additional supportive services, the quality of services provided will increase the likelihood of successful completion of their parole period.

Services are to be provided in five ODYS Regional Offices: Akron, Cleveland, Columbus, Dayton, and Toledo. The assigned county list is included at the end of the Exhibit A.

B. STATEMENT OF SERVICES

Target Population:

The Responder will provide comprehensive gender-specific services (individual and/or group) for parolees referred by ODYS Parole Staff and residing in one of the five regions listed above. Counseling is needed for female parolees, ages 10 through 20.99 years old. The Responder must specify in which counties they can provide services.

Definition/Description of Services:

Location of Service:

The Responder shall provide Gender specific individual and/or group services at the Provider's Office, Regional Office or another site mutually agreed upon and accessible to youth and their families.

Frequency of Service:

Individual and group counseling should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of counseling will vary based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The Responder will provide this service for a period of up to three (3) months per youth. The Ohio Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of treatment beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within 7 business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) After completing the assessment, the Provider shall complete an individualized treatment plan with input of juvenile parole officer which must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
 - a) Female health issues
 - b) Pregnancy issues
 - c) Parenting skills programming.
 - d) Gender specific career/employment
 - e) Anger management
 - f) Drug and alcohol
 - g) Independent living issues
- 3) Gender specific individual and/or group services should include, but not necessarily be limited to instruction/direction in one or more of the following areas of need:
 - a) Communications Skills
 - b) Effective Listening Tools
 - c) Problem Solving
 - d) Crisis Intervention
 - e) Goal Setting
 - f) Education, Vocational and Employment Exploration
 - g) Family Living
 - h) Time Management
 - i) Recreation and Leisure Time Planning
- 4) The Provider shall submit an individual treatment plan to Regional Parole Staff within seven (7) business days of the first service day.
- 5) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by tenth day of each month following the month of service.
- 6) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted within fourteen (14) days of the termination date.

- 7) The Provider shall submit the "Purchase Order" no later than the tenth day of each month following the month of service. Activity sheets shall include the referred youth's name, signature, and actual dates and times of service. The Regional Office will not process invoices without these attachments.
- 8) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase order to the regional office.
- 9) For individual counseling, the Provider will bill ODYS for the cost of services per youth per hour. For group services, the Provider will bill ODYS by the cost of services per hour, regardless of the number of youth in attendance.

No-Show Policy:

The Provider may not bill ODYS for youth that do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 10) The Provider may only bill ODYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 11) The Provider shall maintain appropriate licenses and/or certifications to provide gender specific services. If the license or certification expires during the term of the Pre-Qualified Provider's List, the Provider shall provide DYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Provider's Response, the Provider certifies that all staff that are required to be licensed are appropriately licensed.

Licensure/Certification requirements include current credentials in one or more of the following areas:

- Ohio Department of Mental Health
- State of Ohio Counselor and Social Work Board
- Ohio State Board of Psychology

- 12) The Provider shall maintain regular contact with the referred youth's parole office and notify the juvenile parole officer of any significant incidents or reasons for concern.

E. MONITORING AND EVALUATION:

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred.

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the Provider to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each Provider should tailor their progress measures to the specific goals of their program/service).

Example A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

Example B:

Baseline

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The Provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. ADMINISTRATION, ORGANIZATION AND MANAGEMENT

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager and or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and purchase orders, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the Provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- (A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,

- (B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- (C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

GLOBAL POSITIONING SERVICES (GPS)

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system possessing new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship. ODYS is equally committed to the provision of services that help to ensure public safety.

Parolees are expected to comply with rules that include those related to remaining in designated placement, attending designated programs, keeping appointments with juvenile parole officers and other ODYS staff and obeying laws. Juvenile Parole officers, other ODYS staff, local law enforcement, schools, etc. monitor parolees' performance to determine compliance. When parolees are not in compliance, juvenile parole officers administer sanctions to convey the message that compliance is expected.

For major status violations, certain misdemeanor offenses and certain felony offenses, GPS can be a recommended sanction designed to ensure public safety. It is also a cost effective alternative to incarceration. GPS is defined as the use of any device that monitors the physical movement and/or location of youths. GPS can also serve as a public safety function with respect to high risk parole populations such as sex offenders or violent offenders where more intense supervision is called for to meet public safety requirements.

Services are to be provided through all five of the regional offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

B. Statement of Services:

Target Population:

The Responder will provide Global Positioning System (GPS) services for male and female parolees referred by ODYS Parole Staff and residing in one of the five regions listed above. Youth served will be 10 to 20.99 years old. Providers must specify in which counties they can provide service.

Definition of Services/Description of Services:

The Responder shall provide electronic monitoring daily on each youth referred. Monitoring will begin with a hook-up and continue twenty-four (24) hours each day, every day, until the Provider receives notice of termination. The Provider agrees to provide specific services for all youth referred for a time period specified by the Juvenile Parole Officer. Specific services the Provider shall provide include:

1. The Responder shall provide installation services for all referred youth in the assigned Regional Office unless special arrangements have been made with the juvenile parole officer. The Provider shall initiate services for the referred youth within 7 days after receiving the referral.
2. The Responder shall provide the necessary equipment including the actual monitor. The Provider will ensure that all equipment is in good working order and capable of effectively monitoring, recording and reporting parolee movement to and from the designated base area.
3. The Provider shall hold the youth or parent or guardian of each referred youth responsible for loss, damage, or theft of all pieces of equipment. The Department of Youth Services shall not be responsible for loss, damage, or theft of equipment.
4. The Provider shall be responsible for all maintenance and repair of equipment.
5. The Provider will monitor each referred youth's daily activities. Reports of each youth's daily activities will be faxed or e-mailed to the Regional Office Staff in the assigned Regional Office by 8:00 a.m. each week-day; reports for Saturday and Sunday will be faxed or e-mailed by 8:00 a.m. on Monday. The assigned Regional Office may request the Provider to hand deliver the reports in special cases.
6. The Provider shall monitor each referred youth's daily activities until notified in writing (via fax or e-mail) to terminate activity. The juvenile parole officer or designee is responsible for the written notification.
7. The Provider shall submit the "Provider Invoice" to the assigned Regional Office by the tenth day of each month following the month of service. Invoices shall include each referred youth's name, ODYS#, and actual dates of service. The assigned Regional Office will not process invoices without these specifics.
8. The Provider will bill ODYS by the daily rate per youth. The Provider shall be paid for both the installation day and the termination day.
9. All services deemed necessary for daily operation (i.e. transportation time, reports, mileage, etc.) should be included in the daily rate per youth.

C. Monitoring and Evaluation:

The primary goal in providing GPS services is the enhancement of public safety by more closely monitoring/supervising high-risk populations and by more effectively sanctioning parolees who have technically violated one or more terms of their parole supervision.

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the service, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred.

D. Administration, Organization and Management:

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager and or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and purchase orders.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

HOME-BASED COUNSELING

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system possessing new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship. ODYS is equally committed to the provision of services that help to ensure public safety.

A significant number of youth committed to ODYS return to homes and families where they might not receive the support, supervision and guidance they will need to become productive, positive community members. These parolees often live in or prepare to return to homes and families where communication skills are lacking, problem solving skills are poor, goals are ill-defined, time is poorly managed, drugs and alcohol are abused and positive movement toward responsible independent living is not valued or taught. At the same time parolees must deal with the pressures of negative neighborhoods or peer group ties and influences and with the negative stereotypes associated with being “delinquent”.

The availability of home-based counseling services is essential if parolees are to overcome deficiencies and dysfunction, so that they might succeed in remaining in placement at home and with their families. Recipients of this service will eventually acquire sufficient skills to function independently, therefore preventing their return to institutional care or requiring replacement in foster care.

Home-based counseling services can help to provide the support, supervision and guidance parolees and families sometimes require so that they can function more positively, allowing the parolee to more successfully transition through the parole period and meet requirements, reach goals, and develop competencies that are representative of a positive community member. At the same time, the supervision function that is part of home-based counseling serves to enhance public safety.

Services are to be provided through all five of the ODYS Regional Offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive home-based counseling for male and female parolees referred by ODYS Parole Staff and residing in one of the five regions: Akron, Cleveland, Columbus, Dayton, and Toledo. Youth served will be 10 to 20.99 years old. The Provider must specify in which counties they can provide services.

Definition/Description of Services:

Location of Service:

The Responder shall provide specific Home-based Counseling at the youth's home and in the community. At least 90% of the Home-based Counseling should be done in the youth's home and in the community. No more than 10% of services delivered should take place in an office setting.

Frequency of Service:

Individual and group counseling should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of counseling will vary based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The Responder will provide this service for a period of up to three (3) months per youth. The Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of treatment beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Specific Services the Responder Shall Provide Include:

- 1) The Provider shall respond to referrals within seven (7) business days after receiving the referrals by setting a date for assessing the referred youth's needs.
 - a) Home and Youth Assessment – Assessment will include overall family dynamics and consideration of employment, educational, psychological/mental health, family, recreational, counseling and any other identified areas of need.
 - b) Case Planning – Case Plan should be individualized and formulated in collaboration with assigned Regional Office staff and with the cooperation and participation of referred youth and family.
 - c) Case Management – Case management should include identification of needed services/resources by the Provider to include, but not be limited to identification of mental health and family counseling services.
 - d) Individual/Family Counseling – Therapeutic counseling should include, but not necessarily be limited to: counsel/instruction/ direction in one or more of the following areas of need:
 - Communications Skills
 - Effective Listening Tools
 - Problem Solving
 - Anger Management
 - Mental Health
 - Crisis Intervention
 - Goal Setting
 - Education, Vocational and Employment Exploration
 - Family Living

- Time Management
 - Drug/Alcohol Education
 - Elements of Independent Living
 - Offense Specific (i.e., Sex Offender – when appropriate)
- 2) Home-based Counseling should include, but not necessarily be limited to, the following goals of service provision:
- Development of services in support of Public Safety
 - Development of services for youths, families, and parole staff that support the youth's successful transition through parole.
 - Development of competency and skill building activities for youths and families.
 - Facilitation of linkages to and utilization of needed services by youths and families.
 - Preservation of families, when this is practicable.
- 3) The Provider shall submit an individual treatment plan to Regional Parole Staff within seven (7) business days of the first service day.
- 4) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by the tenth day of each month following the month of service.
- 5) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted to Parole Staff within fourteen (14) days of the termination date.
- 6) The Provider shall submit the "Purchase Order" no later than the tenth (10th) day of each month following the month of service. Activity sheets shall include the referred youth's name, signature, and actual dates and times of service. The Regional Office will not process invoices without these attachments.
- 7) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase Order to the Regional Office.
- 8) The Provider will bill ODYS for the cost of services per youth/ family per hour.

No-Show Policy:

If a youth (and family, if applicable) does not show or is not home for a previously scheduled appointment, the Provider may bill ODYS at 25% of the unit rate for the delivery of the service.

After two (2) consecutive no-shows, the Provider will notify the Regional Parole Staff to determine whether services should continue. Services will not be reimbursed after two (2) consecutive no-shows unless there is documentation from the Regional Office that authorizes the Provider to continue providing services. This documentation must be attached to the applicable invoice.

- 9) The Provider may only bill DYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 10) The Provider shall maintain appropriate licenses and/or certifications to provide specific home-based counseling services. If the license or certification expires during the term on the Pre-Qualified Providers List, the Provider shall provide ODYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Provider Response, the Provider certifies that all staff that are required to be licensed are appropriately licensed.

Licensure/Certification requirements include current credentials in one or more of the following areas:

- LSW
- CCDC 1
- Ohio Department of Mental Health

- 11) The Provider shall maintain regular contact with the referred youth's parole office and notify the juvenile parole staff of any significant incidents or reasons for concern.

C. Monitoring and Evaluation:

Monitoring and evaluation are the responsibility of the Regional Office and are used to determine program impact upon each referred youth and to ensure that home-based counseling services are being properly provided and administered. The following objectives and measurable outcomes are included as part of the monitoring and evaluation of the Provider agency's delivery of home based counseling services.

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the Provider to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each bidder should tailor their progress measures to the specific goals of their program/service).

Example A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:

Baseline

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The Provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration, Organization and Management:

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is

responsible for the supervision of the Provider and services rendered. The Business Operations Manager and or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and purchase orders, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the Provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

INDEPENDENT LIVING SERVICES

Individual and Group

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system possessing new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship. ODYS is equally committed to the provision of services that help to ensure public safety.

The recent decline of the ODYS population is due, in part to a reduction in the number of first time offenders committed to ODYS institutions. Thus, the current profile of the ODYS population reflects a more serious and older youthful offender.

As the ODYS population shifts from a younger, first-time offender to a multi-need young adult, our service approach must be altered. Our most recent statistics show that 75% of our population is age seventeen years and older, while 50% are age eighteen years and older. Because many of these offenders are adults, yet are under the jurisdiction of the juvenile justice system, they are no longer eligible for many community-based services. These young adults are being released from confinement and either do not have a placement or would function more appropriately on their own as opposed to placement with their parent or guardian. Upon completion of the program, these young adults will be responsible for their daily living expenses.

Services are to be provided through all five of the regional offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

B. Statement of Services:

Target Population:

The Responder will provide independent living services for male and female parolees referred by ODYS Parole Staff and residing in one of the five regions: Akron, Cleveland, Columbus, Dayton, and Toledo. Youth served will be 10 to 20.99 years old. The Provider must specify in which counties they can provide service.

Definition/Description of Services:

Location of Service:

The Responder shall provide specific Independent Living Skills services at the Provider's Office, Regional Office or another site mutually agreed upon and accessible to youth and their families.

Frequency of Service:

Individual and group services should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of services will vary

based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The Responder will provide this service for a period of up to three (3) months per youth. The Ohio Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of stay beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within seven (7) business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) After completing the assessment, the Provider shall complete an individualized treatment plan with input of juvenile parole officer which must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
 - a) Apartment Hunting Skills
 - b) How to maintain a residence
 - c) Money Management
 - d) Shopping
 - e) House keeping/cooking
 - f) Leisure time activities
 - g) Job search, interviewing, resume writing
 - h) Job Coach
 - i) Health/social service awareness
 - j) Educational Service referrals
 - k) Transportation needs
- 3) The Provider shall submit an individual treatment plan to Regional Parole Staff within seven (7) business days of the first service day.
- 4) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by the tenth day of each month following the month of service.
- 5) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted within fourteen (14) days of the termination date.
- 6) The Provider shall submit the "Purchase Order" no later than the tenth day of each month following the month of service. Activity sheets shall include the referred youth's name, signature, and actual dates and times of service. The Regional Office will not process invoices without these attachments.
- 7) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase order to the Regional Office.

- 8) For individual services, the Provider will bill DYS for the cost of services per youth per hour. For group services, the Provider will bill DYS by the cost of services per hour, regardless of the number of youth in attendance.

No-Show Policy:

The Provider may not bill ODYS for youth who do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 9) The Provider may only bill ODYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 10) The Provider shall maintain appropriate licenses and/or certifications to provide specific Independent Living services. If the license or certification expires during the term of the, Pre-Qualified Provider's List, the Provider shall provide DYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Provider's Response, the Provider certifies that all staff required to be licensed are appropriately licensed.

Licensure/Certification requirements include current credentials in one or more of the following areas:

- Ohio Department of Mental Health
- State of Ohio Counselor and Social Work Board
- Ohio State Board of Psychology
- LPCC

- 11) The Provider shall maintain regular contact with the referred youth's parole office and notify the juvenile parole officer of any significant incidents or reasons for concern.

F. Monitoring and Evaluation:

Monitoring and evaluation are the responsibility of the assigned Regional Office staff and are used to determine program impact upon each referred youth and to ensure that independent living services are being properly provided and administered. Regional Office Staff share responsibility for program monitoring.

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred.

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the Provider to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each Provider should tailor their progress measures to the specific goals of their program/service).

Example A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:

Baseline

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The Provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration, Organization and Management:

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and purchase orders, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the Provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

OFFENDER OBSERVATION

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to ensuring public safety as a significant component of our mission.

Parolees are expected to comply with rules that include those relating to remaining in designated placement, attending designated programming, maintaining curfew restrictions, abstaining from use/abuse of mind altering substances, keeping appointments with Regional Parole Staff and obeying laws.

Coupled with these requirements is a risk-based system of parole in which contact and supervision requirements are tied to risk factors identifying the relative risk of re-offense by parolees based on past record, family history, educational disabilities, substance abuse factors, etc. Those parolees who are designated as most likely to re-offend, receive the highest degree of parole supervision.

In order to provide the 24 hours per day, 7 days per week supervision that these high risk parolees require, it is necessary to provide for offender observation services to assist the ODYS Regional Parole Staff assigned to monitor these cases.

Provision of offender observation services is important if high-risk parolees are to receive the intensive supervision they require, in order to lessen their likelihood for re-offense. In taking steps to provide supplemental observation services, ODYS is recognizing the need to meet its responsibility to ensure public safety.

B. Statement of Services:

Target Population:

The Provider will provide comprehensive offender observation services for male and/or female parolees, referred by ODYS Parole Staff and residing in one of the five regions: Akron, Cleveland, Columbus, Dayton, and Toledo. An attached map shows the breakout of regions by counties. Youth served will be 10 to 20.99 years old. The Provider must specify in which counties they can provide services.

Frequency of Service:

The Responder shall provide offender observation services daily on each youth referred. Observation will begin within one (1) day of youth's actual release to parole.

Length of Service:

The Responder will provide offender observation services for all youth referred for a period of up to three (3) months per youth. The Department reserves the right to make the final determination regarding length of service beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Definition/Description of Services:

Offender Observation Services will include, but not necessarily be limited to the following activities:

- Unscheduled home visits and random phone calls during the day and evening hours between 6 a.m. and 11 p.m., seven days a week.
- A minimum of four (4) attempted face-to-face contacts per week, with at least one (1) of these attempted contacts to be made on the weekend, with each youth requiring High level observation.
- A minimum of two (2) attempted face-to-face contacts per week, with at least one (1) of these attempted contacts to be made on the weekend with each youth requiring Medium level observation.
- A minimum of two (2) attempted face-to-face contacts per week with each youth's parent/ guardian/placement.
- A minimum of three (3) attempted telephone contacts per week with each referred youth.
- Additional offender observation requirements may be recommended by assigned Regional Office staff

Note:

- Telephone contacts will not substitute for face-to-face contacts.
- For parolees without telephones, face-to-face contacts will be increased to six (6) random visits per week.

Reporting:

The Responder will provide Juvenile Parole Officer and Juvenile Parole Services Supervisor with pertinent information concerning the day-to-day activities of referred youth on parole with respect to their performance at home and in the community. The Provider will maintain daily "Telephone Contact" and "Face-to-Face Contact" Sheets (to be signed by the youth and/or parent when face-to-face contacts are made). "Telephone Contact" Sheets and "Face-to-Face Contact" Sheets should be faxed, e-mailed or hand-delivered to the regional office daily by 9:00 a.m. the next business day.

Billing:

The Provider will bill ODYS at two rates:

- one rate for face-to-face contact attempt
- one rate for phone contact attempt

The Provider must use “face-to-face contact attempt” and “phone contact attempt” as their unit of billing. A proposal that provides rates for any other type of units (i.e. hourly, daily, weekly) will not be considered.

The Provider will submit the “Purchase Order” no later than the tenth day of the month, for services rendered the previous month. The original “Telephone Contact” and “Face-to-Face Contact” Sheets must be attached to the invoice. The Regional Office will not process invoices without these attachments.

If the Provider does not have contact with a youth after four (4) consecutive attempts (phone and/or face-to-face), the Provider will notify the Juvenile Parole Officer to determine whether services should continue. Services will not be reimbursed after four (4) consecutive failed attempts unless there is documentation from ODYS staff that authorizes the Provider to continue providing services. This documentation must be attached to the applicable invoice.

Upon notification of service termination, the provider shall cease all service contacts within 24 hours of the time of notification. The provider will confirm with the Regional Office that such termination notice has been received for each corresponding youth.

Licensure:

There are no current licensing/certification requirements for provision of Offender Observation Services.

C. Monitoring and Evaluation:

Monitoring and evaluation are the responsibility of the Regional Office and are used to determine program impact upon each referred youth and to ensure that monitoring and surveillance services are being properly provided and administered with promotion of public safety as the primary goal.

<u>Objective</u>	<u>Performance Indicator</u>
Of youth referred by ODYS, at least 80% will be accepted for services.	Number of youths referred versus the number of youths accepted into the program as documented in individual case records and statistics.
Of youth accepted, service delivery will occur within three (3) business days of the youths acceptance 100% of the time	Number of youth accepted and provided service within 3 business days of acceptance, versus the total number of youths accepted.
Provider will attempt a minimum of three (3) phone contacts per week for 100% of the youth participating who have a phone	Number of youth that were contacted or attempted to be contacted by phone at least three (3) times per week versus the number of youth that were not contacted at least three (3) times per week, as documented on the Telephone Contact sheet.

Provider will attempt four (4) face-to-face contacts per week for 100% of the youth participating. If youth does not have a phone, the Provider will attempt six (6) face-to-face contacts per week for 100% of those youth.

Number of youth that were contacted or attempted to be contacted by face at least four (4) times per week or [six (6) times if youth has no phone] versus the number of youth that were not contacted at least four (4) times per week or [six (6) times if youth has no phone] as documented on the Face-to-Face Contact sheet.

D. Administration, Organization and Management:

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the Provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

PRE-EMPLOYMENT SERVICES

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system possessing new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship. ODYS is equally committed to the provision of services that help to ensure public safety.

A significant number of parolees come to the assigned Regional Office already past their 17th or 18th birthdays. Many of these youth are unable to locate, enter into, and maintain entry-level employment as an important first step towards independence and responsible pro-social community participation. Currently, the Regional Offices have limited staff resources and expertise to help these parolees make the successful transition from DYS institutional school and work programs to meaningful employment in their home community. Services are to be provided through all five of the regional offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

The availability of pre-employment and employment services is essential if parolees are to succeed in becoming self-sufficient and productive members of their communities. To meet this need, an experienced and client-focused provider is being sought to offer comprehensive pre-employment, job placement and follow-up services to parolees in all regions of the state. The selected provider will work closely with Juvenile Parole Officers and other regional office staff members as well as with area businesses and employers to help youth secure and maintain good jobs. The selected provider will have a proven history of past success in placing serious juvenile offenders in meaningful employment.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive employment services for male and female parolees referred by ODYS Parole Staff and residing in one of the five regions listed above. Youth served will be 10 to 20.99 years old. Provider must specify in which counties they can provide services.

Definition/Description of Services:

Location:

The Responder shall provide employment services at the Provider's office, Regional Office or another site mutually agreed upon and accessible to youth and their families. Provider must specify which counties in which they can provide service.

Frequency of Service:

Services should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The responder shall provide daily employment

services, the frequency of which will vary based upon youths' needs and will be dependent upon the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The Responder will provide this service for a period of up to three (3) months per youth. The Ohio Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of treatment beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in detention or jail.

Specific services the Provider shall provide include:

- 1) The Provider shall respond to referrals within seven (7) business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) Intake, Assessment and Case Management – The Provider will conduct interviews with all referrals to determine program suitability. Appropriate tools and strategies will be utilized to assess parolees' vocational interests, aptitudes and skills. This information will be used to create a comprehensive individualized vocational/occupational plan for each referred youth. The Provider will specify methods by which educational goals will be integrated within this plan.
- 3) Pre-Employment Training -- The Responder will provide and implement a comprehensive job readiness curriculum that promotes the value of honest work and motivates referred youths to live crime-free lives. This curriculum will include, but is not limited to the following areas:
 - a. Personal Development and Self-Confidence
 - b. Independent Living and Self-Sufficiency Skills
 - c. Coping and Problem Solving Skills
 - d. Anger Management
 - e. Communications and Interpersonal Skills
 - f. Personal Appearance, Grooming and Punctuality
 - g. Positive Work Attitudes and Ethics
 - h. Task Completion and Principles of Quality
 - i. Working With Others Successfully

The Provider will assist youth in continuing their education (Adult Basic Education /General Equivalency Diploma, post-secondary, vocational/trade school, etc.) through direct provision of the needed educational component or through linkage with a qualified provider of the needed educational component.

- 4) Job Development and Job Placement Services – The Provider will utilize appropriate activities to assist parolees in locating, applying for and obtaining meaningful employment. Job development and placement services will include, but are not necessarily limited to the following activities:
 - a. Resume Writing
 - b. Interviewing Skills Training

- c. Completion of Employment Applications
- d. Registration with the Ohio Bureau of Employment Services
- e. Transportation to Potential Work Sites

The Provider should actively recruit for and maintain a network of potential employers.

- 5) Job Coaching and Job Retention Services – The Responder will provide continued face-to-face job site support and proactive intervention to assist youth in maintaining successful employment.
- 6) Follow-up with Parolees and Employers – The Responder will provide timely and regular follow-up with youth and employers in evaluating attendance, performance, productivity, quality of work and ability to follow instructions on the job.
- 7) If required, the Provider shall submit an individual treatment plan to Regional Parole Staff within seven (7) business days of the first service day.
- 8) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by tenth day of each month following the month of service.
- 9) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted within fourteen (14) days of the termination date.
- 10) The Provider shall submit the “Purchase Order” no later than the tenth day of each month following the month of service. Activity sheets shall include the referred youth's name, signature, and actual dates and times of service. The Regional Office will not process invoices without these attachments.
- 11) For individual services, the provider will bill DYS for the cost of services per youth per hour. (If requesting group services: For group services, the provider will bill ODYS by the cost of services per hour, regardless of the number of youth in attendance.)

No-Show Policy:

The Provider may not bill ODYS for youth that do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 12) The provider may only bill DYS for direct services to youth/family. The provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 13) There are no current licensing/certification requirements for provision of employment services. However, the provider must demonstrate expertise in this area. (Unless GED testing is being required- if so, State of Ohio Board of Education Certified GED/ABE Instructor is required.)

- 14) The Provider shall maintain regular contact with the referred youth's parole office and notify the juvenile parole officer of any significant incidents or reasons for concern.

C. Monitoring and Evaluation:

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

D. Administration, Organization and Management

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager and or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and purchase orders, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

PSYCHOLOGICAL COUNSELING ***(Individual and/or Group)***

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders learn new skills and competencies that will better enable them to productively participate in their communities as responsible young adults.

Juvenile parolees are frequently identified as having multiple needs that make it difficult for them to succeed in placement and in placement programming. In many instances parolees have needs related to anger management, poor problem solving abilities, lack of skills in maintaining interpersonal relationships, use/abuse of illicit drugs etc., which keep them from smoothly transitioning in placement through the parole period and make them more likely to return to contact with law enforcement, court etc. with new arrests or violations of parole conditions.

The Ohio Department of Youth Services seeks qualified Psychologists whose specialized counseling services will afford referred parolees opportunities to develop new competencies and skills, and help them find the stability necessary for their positive performance during the parole period. Services are to be provided in five ODYS Regional Offices: Akron, Cleveand, Columbus, Dayton, and Toledo. The assigned county list is included at the end of the Exhibit A.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive psychological counseling (individual and/or group) for male and female parolees referred by ODYS Parole Staff and residing in one of the five regions listed above. Youth served will be 10 to 20.99 years of age. Vendor must specify in which counties they can provide service.

Definition/Description of Services:

Location of Service:

The Responder shall provide psychological individual and/or group counseling at the Provider's Office, Regional Office or another site mutually agreed upon and accessible to youth and their families.

Frequency of Service:

Individual and group counseling should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of counseling will vary based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The Responder will provide this service for a period of up to three (3) months per youth. The Ohio Department of Youth Services acknowledges that length of stay in the program

may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of treatment beyond three (3) months. As a rule, the Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in detention or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within seven (7) business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) Case Assessment – Comprehensive offender assessment will include family/placement dynamics and consideration of employment, educational, psychological/mental health, counseling and any other identified areas of need.
- 3) Case Planning – Case plan should be individualized and offender specific. The case plan should be formulated in collaboration with assigned Regional Office staff and with the cooperation and participation of referred youth and family or placement.
- 4) Case Management – Case management should include identification of needed offender specific services that can include, but not be limited to mental health counseling, psychological and/or psychiatric services, victim awareness programming and relapse prevention skills training.
- 5) Individual and/or Group Psychological Counseling – Therapeutic offender specific individual and/or group psychological counseling should include, but not necessarily be limited to counsel/instruction/direction in one or more of the following areas of need:
 - a) Communications Skills
 - b) Effective Listening Tools
 - c) Problem Solving
 - d) Anger Management
 - e) Crisis Intervention
 - f) Goal Setting
 - g) Drug/Alcohol Education
- 6) Sex Offender Specific individual and/or group psychological counseling must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
 - Youth commitment to eliminating pathological sexual behaviors
 - Cognitive distortions regarding sexuality
 - Appropriate expression of feelings
 - Developing positive relationships
 - Reducing and controlling deviant sexual arousal
 - Victim empathy
 - Developing insight into the factors that trigger sexually abusive behavior
 - Developing effective strategies to reduce the risk of future criminal sexual behavior
 - Identifying positive support networks, including parents and families to develop a plan for accessing support

- Developing healthy expression of sexuality
 - Trauma
 - Family involvement which address:
 - Participating in the development of the individualized treatment plan
 - Parent education and/or support groups
 - Family treatment sessions
 - Participation in relapse prevention planning
- 7) Substance Abuse Specific individual and/or group psychological counseling must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
- Education – Abstinence, recovery and relapse concepts, recovery oriented redirection training and alcohol/drug refusal training
 - Problem Ownership -- Denial, co-dependence, personal story, personal relapse prevention plan, sponsorship, and twelve-step group involvement.
 - Accountability/Empathy – Victim awareness, consequences of behavior and making amends.
- 8) The Provider shall submit an individual treatment plan to Regional Parole Staff within seven (7) business days of the first service day.
- 9) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by the tenth day of each month following the month of service.
- 10) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted within fourteen days of the termination date.
- 11) The Provider shall submit the “Purchase Order” no later than the tenth day of each month following the month of service. Activity sheets shall include the referred youth's name, signature, and actual dates and times of service. The Regional Office will not process invoices without these attachments.
- 12) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase order.
- 13) For individual counseling, the Provider will bill ODYS for the cost of services per youth per hour. For group services, the Provider will bill ODYS by the cost of services per hour, regardless of the number of youth in attendance.

No-Show Policy:

The Provider may not bill ODYS for youth that do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 14) The Provider may only bill ODYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 15) The Provider shall maintain appropriate licenses and/or certifications to provide psychological counseling services. If the license or certification expires during the term on the Pre-Qualified Provider's List, the Responder shall provide ODYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Provider's Response, the Provider certifies that all staff that are required to be licensed are appropriately licensed.

Licensure/Certification requirements include current credentials with the Ohio State Board of Psychology. Although not required, preferred candidates will also possess a valid Ohio Sex Offender Program Certificate.

- 16) The Provider shall maintain regular contact with the referred youth's parole office and notify the Juvenile Parole Officer of any significant incidents or reasons for concern.

C. Monitoring and Evaluation:

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred.

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance/placement.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the Provider to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each Provider should tailor their progress measures to the specific goals of their program/service).

Example A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior, i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:

Baseline

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration, Organization and Management:

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager and or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and purchase orders, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

SEX OFFENDER SPECIFIC COUNSELING

Individual and Group

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony level sex offenders learn new skills and competencies that will better enable them to productively participate in their communities as responsible pro-social young adults. At the same time ODYS is equally committed to providing supervision and services that ensure public safety. Services are to be provided through the five ODYS Regional Offices: Akron, Cleveland, Columbus, Dayton and Toledo. The assigned county list is included at the end of the Exhibit A.

Youth committed on felony level sex offenses are released to community placement once they have met institutional requirements for release to parole status. Once released, youth are returned to independent living, parents and relatives, or are placed in alternative foster care placements. It is important that these juvenile sex offenders receive continued treatment/case management and supervision services within the community.

Sex offender treatment/case management and supervision offer youth an opportunity to develop new insights and skills so that they might make a productive contribution to their community. Along with the desire for a smooth transition to community supervision, sex offender programming helps to meet the monitoring and supervision requirements designed to enhance public safety.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive sex offender specific counseling (individual and group) for male and female parolees referred by the Regional Office and residing in assigned regional counties. Youth served will be 10 through 20.99 years old. The Provider must specify in which counties they can provide services.

Definition/Description of Services:

Location of Service:

ODYS prefers a Provider who can provide services in most of the assigned counties of each regional office.

The Provider shall provide Sex Offender Specific individual and group counseling at the Provider 's office, Regional Office, or another site mutually agreed upon and accessible to youth and their families.

Frequency of Service:

Individual and group counseling should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of counseling will

vary based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The Provider will provide this service for a period of up to three (3) months per youth. The Ohio Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of stay beyond three (3) months. The Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within three (3) business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) After completing the assessment, the Provider shall complete an individualized treatment plan with input of the youth, family, Regional Parole Staff, and victim when appropriate. The treatment plan must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
 - Specific and measurable goals;
 - Specific action steps with identification of responsible parties;
 - Target dates for goal attainment; and,
 - Discharge/level of care criteria.

The following issues shall be addressed by the individual treatment plan:

- Youth commitment to eliminating pathological sexual behaviors
 - Cognitive distortions regarding sexuality
 - Appropriate expression of feelings
 - Developing positive relationships
 - Reducing and controlling deviant sexual arousal
 - Victim empathy
 - Developing insight into the factors that trigger sexually abusive behavior
 - Developing effective strategies to reduce the risk of future criminal sexual behavior
 - Identifying positive support networks, including parents and families to develop a plan for accessing support
 - Developing healthy expression of sexuality
 - Trauma
 - Family involvement which addresses:
 - Participating in the development of the individualized treatment plan
 - Parent education and/or support groups
 - Family treatment sessions
 - Participation in relapse prevention planning
- 3) The Provider shall submit an individual treatment plan to Regional Parole Staff within seven (7) business days of the first service day.

- 4) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted to Regional Parole Staff by the tenth day of each month following the month of service.
- 5) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted to Regional Parole Staff within fourteen days of the termination date.
- 6) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase order to the regional office.
- 7) For individual counseling, the Provider will bill ODYS for the cost of services per youth per hour. For group services, the Provider will bill ODYS by the cost of services per hour, regardless of the number of youth in attendance.

No-Show Policy:

The Provider may not bill ODYS for a youth or youths that do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 8) The Provider may only bill ODYS for direct services to youth/family. The Provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 9) The Provider shall have and maintain the Ohio Juvenile Sex Offender Treatment Program Certification as issued by ODYS and any other appropriate licenses and/or certifications to provide Sex Offender Specific Counseling services. If the license or certification expires during the term of the service period, the Responder shall provide ODYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the RFQ, the Provider certifies that all staff required to be licensed are appropriately licensed.
- 10) Licensure/Certification requirements include the Ohio Sex Offender Program Certificate and current credentials in one or more of the following areas:
 - ◆ Ohio Department of Mental Health
 - ◆ State of Ohio Counselor and Social Work Board
 - ◆ Ohio State Board of Psychology
 - ◆ State Medical Board
- 11) The Provider shall maintain regular contact with the referred youth's parole office and notify the parole officer of any significant incidents or reasons for concern.

C. Monitoring and Evaluation:

There are two primary goals in providing sex offender treatment/case management and supervision services for ODYS parolees. First, for those referred parolees who sincerely

desire to make positive, lasting changes in their lives, the program affords an opportunity to develop new competencies in order to meet the intended goals of community supervision. Secondly, in the case of parolees who are still at a substantial risk to re-offend, the program provides additional monitoring/supervision as an instrument to enhance public safety.

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance/placement.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the Provider to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each Provider should tailor their progress measures to the specific goals of their program/service).

EXAMPLE A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors,

appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:

Baseline

All youth will be on level “x” upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The Provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration, Organization and Management:

Administration and management are the responsibility of the ODYS Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Regional Parole Officer in their contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Regional Parole Staff are responsible for the supervision of the Provider and services rendered. The Business Operations Manager will complete evaluations of the program to include the Provider’s submission of treatment plans, progress reports, and purchase orders.

E. Selection Criteria:

See Attached “Proposal Selection Sheet”.

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the provider takes exception to ODYS terms and conditions or fails to meet the

terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

SUBSTANCE ABUSE SPECIFIC COUNSELING ***(Individual and/or Group)***

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders leave the juvenile justice system having developed new competencies and skills that will better enable them to become capable of productive participation in their communities, and to become more prepared to meet the requirements of responsible citizenship.

Increasingly, a large number of released youth have substance abuse issues and require continuing substance abuse counseling to complement counseling received in Institutional and/or residential care. Institutional reports and anecdotal evidence and or/parole experience strongly suggest that additional substance abuse counseling in the community is a major factor in promoting a positive community.

Services are to be provided in five Regional Offices: Akron, Cleveland, Columbus, Dayton and Toledo. An attached listing shows the breakout of counties by region.

B. Statement of Services:

Target Population:

The Responder will provide comprehensive substance abuse specific counseling (individual and group) for male and female parolees referred by an ODYS Regional Office and residing in one of the five regions listed above. Youth served will be 10 to 20.99 years old. Provider must specify in which counties they can provide service.

Definition/Description of Services:

Location of Service:

The responder shall provide specific Substance Abuse Specific individual and/or group counseling at the Provider 's Office, Regional Office or another site mutually agreed upon and accessible to youth and their families.

Frequency of Service:

Individual and group counseling should primarily include face-to-face activities, taking place at times that are appropriate for maximum participation. The frequency of counseling will vary based upon youths' needs and on the individual case plan. The referring regional office reserves the right to make the final determination regarding the frequency of service.

Length of Service:

The responder will provide this service for a period of up to three (3) months per youth. The Department of Youth Services acknowledges that length of stay in the program may be determined by treatment needs; however, the Department reserves the right to make the final determination regarding length of stay beyond three (3) months. As a rule, the

Department shall not pay for youth while they are Whereabouts Unknown or incarcerated in a detention facility or jail.

Specific services the Responder shall provide include:

- 1) The Provider shall respond to referrals within 7 business days after receiving the referrals by setting a date for assessing the referred youth's needs.
- 2) After completing the assessment, the Provider shall complete an individualized treatment plan with input of the juvenile parole officer which must include, but not necessarily be limited to counsel/instruction/direction in the following areas:
 - a) Education –
 - Abstinence
 - Recovery and relapse concepts
 - Recovery oriented redirection training
 - Alcohol/drug refusal training
 - b) Problem Ownership –
 - Denial
 - Co-dependence
 - Personal story
 - Personal relapse prevention plan
 - Sponsorship
 - Twelve-step group involvement
 - c) Accountability/Empathy –
 - Victim awareness
 - Consequences of behavior
 - Making amends.
- 3) The Provider shall submit an individual treatment plan within seven (7) business days of the first service day.
- 4) The Provider shall submit monthly progress reports detailing the referred youth's progress in meeting goals indicated in the treatment plan. Progress reports shall be submitted by tenth day of each month following the month of service.
- 5) The Provider shall submit termination reports on all referred youth receiving services detailing the referred youth's progress in meeting goals established in the treatment plan. Termination reports shall be submitted within fourteen (14) days of the termination date.
- 6) The Provider shall submit the “Purchase Order” no later than the 10th day of each month following the month of service. Activity sheets shall include the referred youth's name, signature, and actual dates and times of service. The Regional Office will not process invoices without these attachments.
- 7) If the youth is Medicaid eligible or has private insurance, the Provider shall bill them. If not, the Provider will send a Purchase Order to the regional office.

- 8) For individual counseling, the provider will bill DYS for the cost of services per youth per hour. For group services, the provider will bill DYS by the cost of services per hour, regardless of the number of youth in attendance.

No-Show Policy:

The Provider may not bill ODYS for a youth or youths who do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager to address this issue.

- 9) The provider may only bill DYS for direct services to youth/family. The provider shall include all costs deemed relevant to service delivery (i.e. reports, phone calls, case staffings, mileage, travel time, etc.) in their direct-service hourly rate.
- 10) The Provider shall maintain appropriate licenses and/or certifications to provide specific substance abuse services. If the license or certification expires during the term of the service, the responder shall provide DYS with a copy of the update or renewal before the date of expiration on the old license or certificate, or provide evidence of pending receipt of the required update or renewal. By submitting the Provider's Response, the Provider certifies that all staff that are required to be licensed are appropriately licensed.

Licensure/Certification requirements include current credentials in one or more of the following areas:

- ◆ Ohio Department of Alcohol and Drug Addiction Services
- ◆ Ohio Credential Board of Chemical Dependence Professionals
CCDC III is required

- 11) The Provider shall maintain regular contact with the referred youth's juvenile parole officer and notify the juvenile parole officer of any significant incidents or reasons for concern.

C. Monitoring and Evaluation:

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the program, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred

INDICATOR 2:

Provider will initiate services to youth within three (3) business days of acceptance/placement.

MEASURE 2:

Number of youth accepted and served within three (3) business days divided by the total number of youth accepted.

COGNITIVE MEASURES:

Provider must outline how they will measure cognitive and decision-making skills progress of each offender. Provider must submit, as part of their proposal, cognitive and decision-making skills measures and anticipated outcomes for the youth participating in their services. We encourage the bidder to outline how they will determine baseline (current) youth performance and measure youth results. Two examples are listed below (these are intended only as examples- each bidder should tailor their progress measures to the specific goals of their program/service).

Exhibit A:

Baseline

Within 14 days of program entry, the Provider will administer a written pre-test to establish a youth's knowledge of individual risk factor, coping strategies, and high-risk situations to avoid that contribute to his/her offending behavior i.e. sex offender behavior, substance abuse behavior.

Outcome measure

Seventy-five percent of the youth participating in this program will be able to identify risk factors, appropriate coping strategies, and high risk situations relevant to his/her offending behavior.

Results

A post-test shall be administered to each youth after 3 months in the program and/or at the time of program completion to determine what percent was able to identify risk factors, appropriate coping strategies, and high risk situations relevant to their offending behavior i.e. sex offender behavior, substance abuse behavior.

EXAMPLE B:

Baseline

All youth will be on level "x" upon entering this program.

Outcome

Eighty percent of youth will progress and maintain at least the next level up during their stay (level system attached)

Results

The provider will maintain accurate record keeping of the number of youth who progressed to and maintained the next level up, and at the end of each monitoring period, compare that with the number of youth who participated in the program.

D. Administration, Organization and Management:

Administration and management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager and or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and invoices, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,
- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

SUBSTANCE ABUSE TESTING SERVICES

Exhibit A

A. Statement of Needs:

The Ohio Department of Youth Services (ODYS) is committed to helping juvenile felony offenders learn new skills and competencies that will better enable them to productively participate in their communities as responsible young adults.

Substantial research has indicated that a significant number of youth committed to the Ohio Department of Youth Services have used or abused some form of illicit drug. This research also concludes that these patterns of abuse frequently contribute to problems in areas of daily living such as school/work adjustment, family interactions, interpersonal relationships, and respect for authority/rules and laws.

The assigned Regional Office has mandated drug testing of parolees in an effort to identify parolees who are using/abusing illicit drugs, thereby increasing their risk for violating the terms and conditions of parole. In turn, identifying youth who are at risk for using/abusing illicit drugs, aids the assigned Regional Office staff in their ongoing efforts to enhance public safety. Subsequently, drug testing will help the assigned Regional Office to better meet parolee treatment needs by identifying those parolees who are currently in relapse and consequently are at greater risk for further use and abuse of illicit drugs. For these youth, appropriate treatment tools such as 12 step programs, D/A counseling, etc. can better be implemented by the assigned Regional Office.

Services are to be provided in five ODYS Regional Offices: Akron, Cleveland, Columbus, Dayton, and Toledo. The assigned county list is included at the end of the Exhibit A.

B. Statement of Services:

Target Population:

The Provider will provide substance abuse testing services for male and female parolees referred by an ODYS Regional Office and residing in one of the five regions listed above. Youth served will be 10 to 20.99 years of age. Provider must specify in which counties they can provide service.

Definition/Description of Services:

- 1) The Responder will provide collection sites for substance abuse testing and will be responsible for collecting specimens from referred parolees.
- 2) The Responder will provide all materials (identification forms, labels, specimen bottles, packaging materials etc.) necessary for the collection of specimens from referred parolees.
- 3) Screening will be by immunoassay (EMIT) and/or urinalysis. Frozen storage of positive samples will be provided for one (1) month. Confirmation of positive screens by alternate methods will be available. No confirmation of testing will be done without written consent of the Regional Office Staff.

- 4) The Provider will have the ability to accept and process urinalysis samples that at a minimum test for marijuana, cocaine, opiates, phencyclidine (PCP), amphetamines, barbiturates, benzodiazepines, cocaine, methadone, methaqualone, opiates, phencyclidine, propoxphene, cannabinoids and alcohol.
- 5) The Responder will provide thorough methods for establishing and maintaining the chain of custody necessary in the collection and handling of samples. Substance abuse testing services will be made available at times ensuring maximum accessibility for referred parolees.
- 6) The Responder will provide a written report within five (5) of receiving the sample indicating results of testing for each individual referred. Earlier confirmation of results will be expected for referrals given higher priority for processing due to court requirements.
- 7) All significant incidents involving substance abuse testing must be reported immediately to assigned Regional Office Staff. Significant incidents include, but are not limited to chain of custody problems, processing problems, suspected tampering with specimens by parolees, identification of parolees or incidents during testing that could attract notoriety or media attention.
- 8) The unit of billing is per drug screen.

No-Show Policy:

The Provider may not bill ODYS for a youth that do not show up. ODYS will not compensate the Provider when a youth does not show up. In the case of repeated no-shows, the Provider should work closely with the Juvenile Parole Officer or the Business Operations Manager on this issue.

- 9) The Provider will submit monthly purchase orders no later than the tenth of the month for services rendered the previous month. The Provider will attach names of youth and dates of testing to this monthly invoice. The Provider representative and the Business Operations Manager will meet semi-annually for program assessment and review. The Business Office Manager will prepare a written evaluation to correspond with the semi-annual meeting.
- 10) The Provider will maintain certified lab status required by the State of Ohio or certification from the Department of Health and Human Services' National Institute on Drug Abuse (NIDA) and will provide current copies of all required licenses/certificates to the assigned Regional Office.

C. Monitoring and Evaluation:

The primary goal in providing substance abuse screening to referred ODYS parolees is the identification of parolees in relapse and consequently, at greater risk for problematic behavior and in turn increasing the risk to the safety of the general public. A secondary goal in providing substance abuse screening allows the assigned Regional Office staff to provide appropriate treatment services to those parolees identified as being in relapse.

PROCESS MEASURES:

Performance indicators outlined below focus on process outcomes (acceptance of referrals and delivery of services)

INDICATOR 1:

Of youths referred to the service, at least 80% will be accepted for services.

MEASURE 1:

Number of youth accepted divided by number of youth referred.

D. Administration, Organization, and Management:

Administration and Management are the responsibility of the assigned Regional Office. Monitoring of the day-to-day services will be completed by the appropriate Juvenile Parole Officer in her/his contacts with agency and youth as well as in consultation with the Juvenile Parole Services Supervisor. The Business Operations Manager is responsible for the supervision of the Provider and services rendered. The Business Operations Manager and or the Juvenile Parole Officer will complete evaluations of the program to include the Provider's submission of treatment plans, progress reports, and purchase orders, at least three times per year.

E. Selection Criteria:

See Attached "Proposal Selection Sheet".

F. Renewal Clause:

The Qualified Provider List may be renewed, under the same terms and conditions applicable for any time period up to Twenty-Four (24) months but such renewal may not exceed the current biennium (i.e. the period beginning July 1, 2011 and ending June 30, 2013). In order to exercise this option, ODYS must advise the Provider, in writing, sixty (60) days prior to the expiration of the current Qualified Provider List. Each Provider must indicate their agreement to remain on the Qualified Provider List for the renewal period.

In accordance with Section 126.07 of the Revised Code of Ohio, any renewal hereunder shall not be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

The Ohio Department of Youth Services reserves the right to reject any and all responses where the provider takes exception to ODYS terms and conditions or fails to meet the terms and conditions, including, but not limited to, standards, specifications and requirements.

In addition, The Ohio Department of Youth Services reserves the right to reject, in whole or in part, any and all responses if any of the following circumstances are true:

- A) bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the bid document,

- B) the price of the lowest responsive and responsible bid is deemed excessive in comparison with market conditions or with the purchasing agency's available funds, or
- C) ODYS determines that awarding any item is not in the best interest of the state of Ohio.

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Akron Regional Office – 161 S. High Street, Suite 100, Akron, OH 44308
 Cleveland Regional Office – 615 West Superior Avenue, suite 860, Cleveland, OH 44113
 Columbus Regional Office – 899 e. Broad Street, Suite 200, Columbus, OH 43205
 Dayton Regional Office – 1133 South Edwin c. Moses Blvd., Ste. 400, Dayton, OH 45417
 Toledo Regional Office – One Government Center, Ste. 1016, 640 Jackson St., Toledo, OH 43604

DYS REGIONAL OFFICES WITH ASSIGNED COUNTIES

AKRON REGION

Ashland	Mahoning
Ashtabula	Medina
Carroll	Portage
Columbiana	Richland
Coshocton	Stark
Geauga	Summit
Harrison	Trumbull
Holmes	Tuscarawas
Jefferson	Wayne
Knox	

CLEVELAND REGION

Cuyahoga
 Lake
 Lorain

COLUMBUS REGION

Athens	Monroe
Belmont	Morgan
Delaware	Muskingum
Fairfield	Noble
Franklin	Perry
Gallia	Pickaway
Guernsey	Pike
Hocking	Ross
Jackson	Scioto
Lawrence	Vinton
Licking	Washington
Meigs	

CINCINNATI/DAYTON REGION

Adams	Hamilton
Auglaize	Highland
Brown	Madison
Butler	Mercer
Champaign	Miami
Clark	Montgomery
Clermont	Preble
Clinton	Shelby
Darke	Warren
Fayette	
Greene	
Logan	

TOLEDO REGION

Allen	Marion
Crawford	Morrow
Defiance	Ottawa
Erie	Paulding
Fulton	Putnam
Hancock	Sandusky
Hardin	Seneca
Henry	VanWert
Huron	Williams
Lucas	Wood
Wyandot	

PART FOUR: DECLARATION STATEMENT EXPLANATIONS

- I. Instructions – The intent of this part of the RFQ document is to clarify the items that will be required to implement an agreement to provide services and to explain the Declaration Statements on Attachment Three. Provider must sign and return Attachment Three with their Response.
- II. If not provided as part of the Response, the Bidder must provide said document within ten (10) calendar days after request/notification by the ODYS to do so.

Ohio Elections Law

A. Prohibition

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively bid contract or agreement for the purchase of goods or services costing more than \$500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee.

B. Individual, Partnership, Association, Estate or Trust

A vendor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its Response an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (I) of the Revised Code.

C. Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its Response an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.

Ohio Ethics and Conflict of Interest Laws

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of any agreement, purchase order or grant and may result in the loss of other contracts or grants with the State of Ohio.

Prohibition of the Use of Public Funds for Offshore Services:

In accordance with Executive Order 2010-09S, regarding the prohibition on the purchase of offshore services, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands the provisions of Executive Order 2010-09S; (2) it understands and will abide by the requirements of this order; (3) will disclose the location(s) where all services will be performed by any Provider or subcontract Provider; (4) will disclose the location(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up, or stored; (5) will disclose any shift in the location of any services being provided by the provider or subcontract provider; (6) will disclose the principal location of business for the Provider and all subcontract providers who are supplying services to the state under the proposed agreement/purchase order. If added to the Qualified Provider List, the Responder becomes the Provider and affirms that both

the Provider and any of its subcontract Providers shall perform no services requested outside of the United States. The Executive Order is attached and is available at the following website:

[Http://www.governor.ohio.gov/Default.aspx?tabid=1495](http://www.governor.ohio.gov/Default.aspx?tabid=1495)

The Provider shall provide all the name(s) and locations where services will be performed in the spaces provided within the Declaration Pages. No purchase order may be issued to the Provider until this Declaration Statement has been completed and is part of the Provider's qualification file. If the Provider will not be using subcontract Providers, indicate "Not Applicable" in the appropriate spaces.

Equal Employment Opportunity: The Provider will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a purchase order can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's website: <http://www.das.ohio.gov/Eod/AAPV.htm>

Statement of Compliance.

ODYS intends for the Provider, all of the Provider's employees and/or subcontract Providers to implement and comply with all federal and Ohio laws, rules of the Ohio Administrative Code, ODYS security policies, Standard Operating Procedures and, where applicable, Protocols of the Office of Correctional Healthcare, ODYS Management Audit Standards and ACA Standards pertaining to healthcare services as those laws, rules and policies, and standards are currently enacted and promulgated and as they may subsequently be amended and adopted. The Provider agrees that any students, interims, or residents, as part of a formal training program, will work under staff supervision commensurate with their level of training.

Provider Profile Summary

Using the form provided in Attachment Two, the Provider must provide a five-year history of all contracts, for which the Bidder is providing, or has provided under any previous corporate name or identity, services similar to those requested in this RFQ. Information provided includes: Company name and address, contact person and phone number, program name, beginning date of project (month/year), ending date of the project (month/year), description of related services provided that relates to the requirements of this RFQ. Attachment Two may be reproduced as needed to respond to the mandatory requirements and desirable requirements as stated in this RFQ.

Conflict of Interest

Each Response must include a statement indicating whether the Provider, or any people that may work on the project through the Provider, have a possible conflict of interest, direct or indirect, which is incompatible with the fulfillment of these services. ODYS has the right to reject a Response in which a conflict is disclosed or cancel the Provider if any interest is later discovered that could give the appearance of a conflict. See third page of Declaration Statements, Attachment Three.

Proof of Workers' Compensation Insurance

The Provider must carry and show proof of current coverage for Workers' Compensation for all employees, subcontract Providers and independent Providers under this agreement. The Provider agrees and understands that ODYS shall not provide Workers' Compensation coverage for the Providers' employees of the Provider or any subcontract Provider. Sole proprietors and staffing agency companies are also subject to comply with all Workers' Compensation insurance requirements.

All insurance policies must remain in effect during the term of this agreement and any subsequent renewals. The Provider must continue to provide proof of current coverage for each policy any time a previous certificate expires.

W-9 Form

The Provider must complete a W-9 form in its entirety. At least one original W-9 form must be submitted, completed in blue, not black, ink. All other copies of a Response may contain copies of the W-9 form. Please indicate on the cover letter, which Response is the original. The W-9 form may be accessed and downloaded at the following website: <http://www.irs.gov/faqs/faq12-5.html>

Declaration of Material Assistance

Completed Declaration of Material Assistance (DMA)/NonAssistance to Terrorist Organization.

Prior to Award, the Provider should complete return this form with the Response. If not provided as part of the Response, the Provider must provide said document within ten (10) calendar days after request/notification by the ODYS to do so. No purchase order can be issued unless this form is on file with the Contracts Section of ODYS. The form may be accessed and downloaded at the following website:

http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf

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Part Five: Request for Qualifications Response Form
 RFQ DYS120102
 For Fiscal Year 2011 and Subsequent Renewal Time Period

Provider should return this form with all required documents (Declaration Statements, W-9, Declaration of Material Assistance Form and copies of all required licenses and any other document certifying the Provider's Qualifications to be added to the Approved Qualified Provider list.)

Please return one Qualifications Response Form for each service the Provider can qualify for, clearly marking the counties in which the service can be provided. Provider may make as many copies of this form as needed to respond to multiple services detailed in the Exhibit A's.

Provider:	
Contact Name:	
Printed Name/Signature:	
Address:	
Contact Phone Number:	
Contact Fax Number:	
Contact Email Address:	
Federal Tax ID Number:	

This Response is to present qualifications to be included on the Qualified Provider List to provide services for:

Service Type:	SERVICES AS PER EXHIBIT A
Able to Provide Service to Region(s):	

Specify which county you/your company can provide this service. Indicate, in the first column the unit cost for the specific service for that county. Leave blank any county that the Provider cannot serve. The Second Column is for the Provider to indicate any other applicable charges.

Akron Region:	Unit Cost:	Any other applicable charges:
Ashland County	_____	_____
Ashtabula	_____	_____
Carroll	_____	_____
Columbiana	_____	_____
Coshocton	_____	_____
Geauga	_____	_____
Harrison	_____	_____
Holmes	_____	_____
Jefferson	_____	_____

Knox	_____	_____
Mahoning	_____	_____
	Unit Cost:	Any other applicable charges:
Medina	_____	_____
Portage	_____	_____
Richland	_____	_____
Stark	_____	_____
Summit	_____	_____
Trumbull	_____	_____
Tuscarawas	_____	_____
Wayne	_____	_____

Dayton Region:

Adams	_____	_____
Auglaize	_____	_____
Brown	_____	_____
Butler	_____	_____
Champaign	_____	_____
Clark	_____	_____
Clermont	_____	_____
Clinton	_____	_____
Darke	_____	_____
Fayette	_____	_____
Greene	_____	_____
Logan	_____	_____
Hamilton	_____	_____
Highland	_____	_____
Madison	_____	_____
Mercer	_____	_____
Miami	_____	_____
Montgomery	_____	_____
Preble	_____	_____
Shelby	_____	_____
Warren	_____	_____

Cleveland Region:

Cuyahoga	_____	_____
Lake	_____	_____
Lorain	_____	_____

Columbus Region:

Athens	_____	_____
Belmont	_____	_____
Delaware	_____	_____
Fairfield	_____	_____
Franklin	_____	_____
Gallia	_____	_____
Guernsey	_____	_____
Hocking	_____	_____
Jackson	_____	_____
Lawrence	_____	_____
Licking	_____	_____
Meigs	_____	_____

Monroe	_____	_____
Morgan	_____	_____
	Unit Cost:	Any other applicable charges:
Muskingum	_____	_____
Noble	_____	_____
Perry	_____	_____
Pickaway	_____	_____
Pike	_____	_____
Ross	_____	_____
Scioto	_____	_____
Vinton	_____	_____
Washington	_____	_____

Toledo Region:

Allen	_____	_____
Crawford	_____	_____
Defiance	_____	_____
Erie	_____	_____
Fulton	_____	_____
Hancock	_____	_____
Hardin	_____	_____
Henry	_____	_____
Huron	_____	_____
Lucas	_____	_____
Marion	_____	_____
Morrow	_____	_____
Ottawa	_____	_____
Paulding	_____	_____
Putnam	_____	_____
Sandusky	_____	_____
Seneca	_____	_____
Van Wert	_____	_____
Williams	_____	_____
Wood	_____	_____
Wyandot	_____	_____

Requested Amount of Notice Prior to service delivery:	
DAS/EOD MBE/EDGE Certification Number (if applicable)	
Able to Accept this Method of Payment:	_____ Purchase Order _____ State Payment Card
Additional Comments:	
Program Descriptions and Outcomes Descriptions may be submitted as an attachment.	

ATTACHMENT ONE: STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR CONTROLLING BOARD APPROVAL: If DAS or Controlling Board approval is required, no purchase order shall be valid and enforceable until appropriate approvals are received.
2. CERTIFICATE OF AVAILABLE FUNDS: Notwithstanding any other provision of this RFQ, and in accordance with Section 126.07 of the Revised Code of Ohio, no purchase order shall be valid or enforceable, unless and until the Director, Office of Budget and Management first certifies that there is a balance in the appropriation, not already obligated to pay existing obligations.

3. NATURE OF PROJECT: It is fully understood and agreed that the Provider is an independent firm and is not an agent, servant or employee of ODYS or the State of Ohio. The Provider must receive ODYS written approval prior to entering into any subcontract Provider or joint venture for the delivery of services required by this RFQ. If the Provider enters into any agreement with a subcontract Provider, the Provider is ultimately responsible for any and all actions or omissions by the subcontract Provider in the delivery of services under this RFQ.

Throughout the term of this project, the Provider shall provide ODYS with copies of all current licensure, certification, and/or accreditation, including any renew or re-issuance thereof, for any employee or subcontract Provider, providing services under this project.

The Provider agrees that while operating in an ODYS facility the Provider and/or any employee or subcontract Provider of the Provider, shall follow all applicable rules and regulations for that facility.

Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

4. NONDISCRIMINATION: Pursuant to O.R.C., Section 125.111, the Provider agrees that Provider, any subcontract Provider, and any person acting on behalf of the Provider or subcontract Provider, will not discriminate, by reason of race, color, religion, sex, age, disability, as defined in ORC 4112.01, national origin, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this project. Provider further agrees that Provider, any subcontract Provider, and any person acting on behalf of Provider or subcontract Provider shall not, in an manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this project on account of race, color, religion, sex, age, disability as defined in ORC 4112.01, national origin, or ancestry.

The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices, setting forth the provisions of this nondiscrimination clause. The Provider and any Subcontract Provider shall state in all solicitations or advertisements for employees placed by, or on behalf of, the Provider that it is an equal opportunity employer and shall incorporate the requirements of this Section in all of its contracts for any of the performance of work under this project.

The Provider agrees that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Ohio Revised Code, Section 122.71. Annually, the Provider agrees to file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

5. TAXES: The Provider affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable Federal, State and Local laws in the performance of the work hereunder.

The Provider accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Provider in the

performance of the work authorized by this Contact. The Provider must provide workers compensation for their employees and submit proof upon request. ODYS and the State of Ohio shall not be liable for any taxes under this project.

Additionally, the State of Ohio, ODYS is exempt from state, county, and transit sales taxes for services and goods supplied to and billed directly to ODYS.

6. GOVERNING LAW: This project and any claims arising in any way out of this project shall be governed by the laws of the State of Ohio and the United States. Any provision of this project prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this project or the performance hereunder shall be brought only in the courts of Ohio, and the Provider hereby irrevocably consents to such jurisdiction.
7. TERMINATION OR DEFAULT: Prior to the expiration of the term of this project, either party may terminate the purchase order, with or without cause, by providing written notice to the other party not less than thirty (30) days prior to the termination date.
Termination pursuant to this paragraph will relieve either party of further obligation under this project. In no event will ODYS be obligated to pay for any services not actually performed by the Provider.
8. CONTRACT AMOUNT CHANGES: ODYS and the Provider agree that ODYS may make adjustments in the total amount of this project as may be necessary to provide essential services. Adjustments shall not cause ODYS to exceed annual or biennial allocations. An increase in the total amount of the project may be subject to approval by DAS or Controlling Board before any such change is valid and enforceable. ODYS shall notify the Provider, in writing, the effective dates of any such change.
9. MODIFICATION TO SERVICES: ODYS and the Provider agree that any change in the rate(s) or type(s) of service shall require written agreement by both parties.
10. RECORDS RETENTION: The Provider shall maintain independent books, records, documents, and papers involving all transactions relative to the performance of this project which reflect any and all direct and indirect costs expended in the performance of this project in a manner consistent with generally accepted accounting principals in the performance of services required by this project.
Youth case files and material filed or referenced under a youth's name shall be maintained according to the retention schedule established by ODYS.
The Provider shall, for each subcontract authorized by ODYS, in excess of twenty-five hundred dollars (\$2,500.00), require its subcontract Providers(s) to agree to the same provisions of this article.

All of the above records, books, documents, papers, case files, etc. shall be retained for seven (7) years unless ODYS approves a shorter retention period, in writing. The Provider may apply for such authorization after the fiscal year in which the final entry was made. In addition, all of the above documents shall be made available at all reasonable times during the period of their required retention by authorized Federal, State and ODYS personnel.
The Provider agrees to be responsible for the costs of any audit in which it is determined that the Provider violated, in any material respect, any provision of Federal, and State or local law.
11. DISCLOSURE OF INFORMATION: Provider agrees that neither it, nor its designees or sub-contract Providers, will use or disclose any information concerning ODYS youth for any purpose unless necessary to the administration of ODYS or Provider's responsibilities under this project. The Provider agrees to obtain the written consent of ODYS prior to disclosure of youth records unless otherwise ordered by a court of competent jurisdiction.
12. LIMITATION OF LIABILITY: The State's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Provider under the ODYS "Purchase Order and Agreement", "Compensation of Services" article, above, or the amount of direct damages incurred by the Provider, whichever is less. In addition, the Provider agrees that ODYS and the State of Ohio and any funding source for this project are held harmless and immune from any and all claims for injury or damages arising from this project which are attributable to the Provider's own actions or omissions or those of its trustee, officers, employees, subcontract Providers, suppliers, and other third parties while acting under this project. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving

wages, overtime, or employment matters and any claims involving patents, copyrights and trademarks. Provider agrees to bear all costs associated with defending against any such claims or legal actions when requested by ODYS or State to do so.

13. CONFLICTS OF INTEREST: No personnel of the Provider or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this project is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

If any person acquires an incompatible or conflicting personal interest, on or after the effective date of this Project Purchase Order, or any such person involuntarily acquires any such incompatible or conflicting personal interest, then the Provider shall immediately disclose such interest to ODYS in writing. Thereafter, such person shall not participate in any action affecting the work under this project, unless ODYS shall determine that, in the light of the personal interest disclosed, such participation in any such action would not be contrary to the public interest.

14. ENTIRE AGREEMENT: The Purchase Order, when signed and accepted by both parties, along with any attachments and the Request for Proposal and Response (if an RFQ process was used), constitutes the entire agreement between the parties herein. No rights herein will be waived, unless specifically agreed upon in writing by the parties hereto. This RFQ supersedes any and all previous agreements, whether written, or oral, between the parties. A waiver by any party of any breach or default by the other party under this Provider shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
15. NOTICES: Except as specifically provided otherwise, all notices, consents and communications hereunder shall be given in writing, and be either hand carried or sent by certified mail, return receipt requested, to the respective addresses on the signature page of this document
16. SEVERABILITY: The provisions of this project are severable and independent. If any provision of this project be deemed unenforceable by a court of competent jurisdiction in whole or in part, the remaining provisions of this project and any partially enforceable provisions, to the extent enforceable, shall, nevertheless, be binding and enforceable.
17. SUCCESSORS AND ASSIGNS: Except as provided in this paragraph, neither this project nor any rights hereunder may be assigned or transferred in whole or in part by either party, without the prior written consent of the other party. The work contemplated in this project is to be performed by the Provider, who may subcontract without ODYS approval for the purchase of articles, supplies, components or special mechanical services that do not involve the type of work or services described in Exhibit A but which are required for its satisfactory completion. The Provider should notify ODYS, in advance, of any of these subcontracts or joint ventures. All work subcontracted shall be at the expense of the Provider.
18. DRUG FREE WORKPLACE: The Provider agrees to require that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
19. CHILD SUPPORT: The Provider agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that any person performing services hereunder meets child support obligations established under state law. Further, by executing this agreement the Provider certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to Chapters 3119, 3121, 3123 and 3125 of the Ohio Revised Code.
20. OWNERSHIP: ODYS shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Provider, subcontract Provider or any person acting on behalf of the Provider pursuant to this agreement. No such documents or other materials produced (in whole or in part) with funds provided to the Provider by ODYS shall be subject to copyright by the Provider in the

United States or any other country. The Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent required by law.

21. **FIREARMS RESTRICTION:** The Contractor agrees that the Contractor, any Subcontractor, and /or any person acting on behalf of the Contractor or Subcontractor, will not possess or maintain the presence of any firearm in or on any premise used in the delivery of residential services of youth. The Contractor agrees to apply, in writing, within ten (10) days of the Contractor's execution of this contract for a written waiver of this provision from ODYS Director in the event that this provision would create an economic hardship (e.g. an employer, such as a police department, requires a foster parent who is also a police officer to carry a firearm as a requirement of his/her employment) or would otherwise be unreasonable.
22. **OTHER APPLICABLE LAW:**
The Provider is required to comply with O.R.C., Chapter 4115 "Wages and Hours on Public Works" as required by law. The Provider shall meet State of Ohio requirements for certification, licensure and registration where applicable. Provider shall be required to provide proof of such certification, licensure and registration and to provide any renewal certification, licensure and registration.
The Provider shall comply with the provisions as specified in the O.R.C., Section 109.572 regarding criminal records check and fingerprinting and maintain adequate records thereof.
In the performance of this project, the Provider agrees to comply with all Federal, State, and Local laws and the Ohio Administrative Code.
ODYS is subject to O.R.C. 149.43 "Availability of Public Records", and therefore any documents, which are a part herein, shall be disclosed as required by law.
23. **NOTICE TO RETIREES:** A retiree cannot continue to receive benefits and work as an independent Provider under a purchase order for any period of time for the employer from which they retired. This prohibition is applicable regardless of the number of hours or days actually worked.
24. **UNRESOLVED FINDINGS FOR RECOVERY:** Provider affirmatively represents and warrants to ODYS that it is not subject to a finding or recovery under ORC 9.24, or that it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section. Provider agrees that if this representation and warrant is deemed to be false, the Purchase Order shall be void ab initio as between the parties to this Project, and any funds paid by ODYS hereunder shall be immediately repaid to ODYS, or an action for recovery may be immediately commenced by ODYS for recovery of said funds.
25. **SWEATSHOP FREE:** By the signature affixed to this RFQ, Provider certifies that all facilities used for the production of the supplies or performance of services offered in the RFQ are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws. This certification applies to any and all suppliers and/or subcontract Providers used by the Provider in furnishing the supplies or services described in the RFQ and awarded to the Offerer. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Provider any sub- Provider or suppliers used by the Provider in performance of the project. If allegations are proven to be accurate, the Provider will be advised by DAS of the next course of action to resolve the complaint and the Provider will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.
26. The Provider affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this project, and shall perform no services required under this project outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:
(<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

The Provider also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Provider or its subcontract Providers under this project, and no services shall be changed or shifted to a location(s) that are outside of the United States.

TERMINATION, SANCTION, DAMAGES:

The State is not obligated and shall not pay for any services provided under this Contract that the Contractor or any of its subcontractors performed outside of the United States. If services are performed outside of the

United States, this will be treated as a material breach of the Contract, and Contractor shall immediately return to the State all funds paid for those services.

In addition, if the Provider or any of its subcontract Providers perform any such services outside of the United States, the State may, at any time after the breach, terminate any existing purchase orders for such breach, upon written notice to the Provider. If the State terminates the purchase order, the State may buy substitute services from a third party, and the State may recover the additional costs associated with acquiring the substitute services.

If the Provider or any of its subcontract Providers prepares to perform services, changes or shifts the location(s) of services performed by the Provider or its subcontract Providers under this project to a location(s) outside of the United States, but no services are actually performed, the Provider has 10 business days to change or shift the location(s) of services performed to location(s) within the United States. The State may recover liquidated damages in the amount of 50 % of the value of the purchase order for every day past the time permitted to change or shift the location(s).

ASSIGNMENT / DELEGATION:

The Provider will not assign any of its rights nor delegate any of its duties and responsibilities under this project without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

ATTACHMENT TWO: BIDDER PROFILE SUMMARY

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

Company:	Contact:	
Address:	Phone Number:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of related services provided:		

ATTACHMENT THREE: DECLARATION STATEMENTS
Re: DYS110107, ODYS REQUEST FOR QUALIFICATIONS

Failure to complete, and return with the Response, this Declaration Attachment may deem your Response as non-responsive.

Ohio Elections Law Information: (See Part FOUR)

A. Prohibition

State agencies whose directors or heads are appointed by the Governor are prohibited by Divisions (I) and (J) of Section 3517.13 of the Revised Code from awarding any noncompetitively bid contract for the purchase of goods or services costing more than \$500.00 to an entity listed in those Divisions if a party listed in those Divisions or the spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee.

B. Individual, Partnership, Association, Estate or Trust

A vendor that is an individual, partnership, association, including, without limitation, a professional association organized under Chapter 1785. of the Revised Code, estate, or trust shall include in its Response an affirmative statement that, as applicable to the vendor, no such individual or spouse of such individual has made, and no partner, shareholder, administrator, executor, or trustee, or the spouses of any of them has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (I) of the Revised Code.

C. Corporation or Business Trust

A vendor that is a corporation or business trust, except a professional association organized under Chapter 1785. of the Revised Code, shall include in its Response an affirmative statement that no owner of more than twenty percent of the corporation or business trust or the spouse of such person, has made, as an individual, within the two previous calendar years, taking into consideration only owners for all of such period, one or more contributions totaling in excess of \$1,000.00 to the Governor or to the Governor's campaign committee, consistent with the restrictions of Section 3517.13 (J) of the Revised Code.

Ohio Ethics and Conflict of Interest Laws Information:

In accordance with Executive Order 2007-01S, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S; (2) it has reviewed and understands the Ohio ethics and conflict of interest laws; and, (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this project or grant and may result in the loss of other contracts or grants with the State of Ohio.

Prohibition of the Use of Public Funds for Offshore Services:

In accordance with Executive Order 2010-09S, regarding the prohibition on the purchase of offshore services, Vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands the provisions of Executive Order 2010-09S; (2) it understands and will abide by the requirements of this order; (3) will disclose the location(s) where all services will be performed by any contractor or subcontractor; (4) will disclose the location(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up, or stored; (5) will disclose any shift in the location of any services being provided by the contractor or subcontractor; (6) will disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.

By signature affixed to this response, the Offeror affirms, understands and will abide by the requirements of Executive Order 2010-09S, issued by Ohio Governor Ted Strickland. If awarded a contract, the Offeror becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is attached and is available at the following website:

[Http://www.governor.ohio.gov/Default.aspx?tabid=1495](http://www.governor.ohio.gov/Default.aspx?tabid=1495)

The Offeror shall provide all the name(s) and locations where services under this Contract will be performed in the spaces provided below. Failure to provide this information as part of the response will deem the Offeror not responsive and no further consideration will be given to the response. Offeror's offering will not be considered. If the Offeror will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

LOCATION OF SERVICES/OFF-SHORE/I-9 CERTIFICATION

1. List principal location of business for the contractor:

_____	_____
_____	_____
_____	_____

List name(s)/Principal location of business of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

2. Location where services will be performed by Contractor:

_____	_____
_____	_____
_____	_____

3. List the location(s) where any state data associated with any of the services being provided, or seek to provide, will be accessed, tested, maintained, backed-up or stored:

_____	_____
_____	_____
_____	_____

4. Location where services to be performed will be changed or shifted by Contractor:

_____	_____
_____	_____
_____	_____

Location where services to be performed will be changed or shifted by subcontractor:

_____	_____
_____	_____
_____	_____

By the signature affixed to this Executive Order 2010-09S Declaration Statement, Responder hereby certifies that the above information is true and accurate. The Responder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of ODYS. Any attempt by the Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of ODYS, will be deemed as a default. If a default should occur, ODYS will seek all legal remedies as set forth in the Terms and Conditions, which may include IMMEDIATE cancellation of the Contract.

_____ (Company) affirms it shall not and shall not allow others to perform work or take data outside the United States without express authorization from the Agency Project Representative.

_____ (Company) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents, and maintain records of such; and, also affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

_____ (Company) agrees that it (and any personnel or independent contractors provided for performance of this contract) is a separate and independent enterprise from the State of Ohio and the Ohio Department of Youth Services; and, that this contract does not constitute any joint employment relationship between _____ (insert Company name), and its representatives and the Department of Youth Services, including obligation for any lawful taxes, deductions or contributions, federal, state or local.

_____ (Company) agrees to above:

Equal Employment Opportunity Information:

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Equal Opportunity Department’s website: <http://www.das.ohio.gov/Eod/AAEEO.htm>

Contract Performance. The Response must provide the following information for this section for the past seven years. **Please indicate yes or no in each column.** If the answer to any item is affirmative, the Responder must provide complete details about the matter on a separate page.

Yes/No	Description
	The Contractor has had a contract terminated for default or cause. If so, the Contractor must submit full details, including the other party's name, address, and telephone number.
	The Contractor has been assessed any penalties in excess of five thousand dollars (\$5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Contractor must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Contractor was the subject of any governmental action limiting the right of the Bidder to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Contractor, any officer of the Contractor, or any owner of a twenty percent (20%) interest or greater in the Response has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Contractor, any officer of the Contractor, or any owner with a twenty percent (20%) interest or greater in the Response has been convicted of a felony or is currently under indictment on any felony charge.

Conflict of Interest. Additional information regarding Conflict of Interest and Ethics Compliance, as it relates to award of this RFQ, may be found in Attachment One, Article X.

The Contractor must include a statement indicating whether the Contractor, or any people that may work on the project through the Contractor, have any possible conflict of interest, direct or indirect which is incompatible with the fulfillment of these services.

Provide statement regarding any potential Conflict of Interest not indicated in the check list above:

While an affirmative answer to any of the items in the Contract Performance checklist or, inclusion of a statement of possible Conflict of Interest, will not automatically disqualify a Response from consideration, such an answer or statement and a review of the background details may result in a rejection of the Contractor's Response, at the sole discretion of the evaluation team. The team will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Contractor's performance on the project, and the best interests of the State.

I attest that I am a representative of the organization listed in this Response and have the authority to bind the Contractor to the aforementioned requirements.

Printed Name and Title: _____
Signature: _____
Organization: _____ Date: _____

	Yes	No
Have you experience with Youth Residential Services?	_____	_____
Have you had past performance on previous state contracts?	_____	_____

This Response covers all Statement of Services listed on Exhibit A:

Yes _____ No _____

If No: please explain specific statement of services that could not be met.

Authorized signature Date

Ohio Preference: (Buy Ohio):

Contractor has significant economic presence within the state of Ohio. Yes _____ No _____
(Contractor has ten or more employees based in Ohio or border state) Yes _____ No _____
(Contractor has 75% or more employees based in Ohio or border state) Yes _____ No _____

Border State Contractor: Yes _____ (KY __ MI __ NY __ PA __ IN __) No _____

Total Number of Employees: Nation-wide: _____ Ohio: _____

Percentage of Women: Nation-wide: _____ Ohio: _____

Percentage of Minorities: Nation-wide: _____ Ohio: _____

PROVIDER CHECKLIST

Please read each question and initial or check each box

Did you review the ODYS Exhibit A?
Did you review the Terms and Conditions?

"Contractor Information"

Did you complete each box of Response Form (Part Five)?
Did you clarify (by circling) whether the # provided in (f) is a Federal Tax I.D. # or a Social Security #?
Did you sign and date your Response?

"Proposed Cost"

Did you respond as ODYS requested (e.g. by hour or other type of unit)?
Did you respond for the entire time frame requested (e.g. 1 Year/Six Months)?
Do you anticipate receiving any outside funding (e.g. Medicaid, IV-E, etc.) and if so, did you provide an attachment detailing such funding?
Did you check your response for mathematical errors?
Does your Response include all services and/or other reimbursable costs for which you will invoice ODYS?

"Detailed Description"

Did you include a **detailed** description of your program/services?
Do you meet minimum qualifications outlined in the RFQ?

"Exceptions"

--

If applicable, did you provide a detailed explanation of any exceptions you have in regards to Exhibit A?

OTHER

If applicable, did you include all required certifications, licenses, etc.?
Did you include requested documents: i.e. the Declaration Statements Attachment; the Declaration of Material Assistance; W-9 Form?
Is your Response being submitted within the timeframes established in Part Two?
Are you returning the original response package?
Are you returning three (3) copies of the entire response package?
Have you labeled your sealed envelope with the RFQ number and title?
Did you make a copy for your records?
Did you include the W-9 Form?