HAMILTON COUNTY JOB & FAMILY SERVICES

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March 3, 2008

ADDENDUM 2

HCJFS REQUEST FOR PROPOSAL 07-022
RESIDENTIAL TREATMENT SERVICES

To All Potential Proposers:

This addendum addressed those questions received prior to the provider conference that were not addressed. Since providers were not given the opportunity to ask follow up questions, we are extending the deadline to ask questions.

Section 3.3 Provider's Conference, paragraph B as reads:

B. After the Providers' Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. No questions will be accepted after **March 3, 2008.** The final responses will be faxed or e-mailed on **March 10, 2008** by the close of business.

Is now changed to read:

B. After the Providers' Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. No questions will be accepted after **March 4, 2008, 5:00pm.** The final responses will be faxed or e-mailed on **March 10, 2008** by the close of business.

Questions received prior to conference

1. We are interested in knowing if Hamilton County JFS is only interested in purchasing residential treatment services which are located in Hamilton County at this time?

Although Hamilton County is interested in expanding residential treatment capacity within Hamilton County to be able to serve more children closer to home, it is not a requirement to provide the service in Hamilton County.

2. Can the RFP forms be sent in MSWORD format?

The forms were e-mailed February 29, 2008 in Word format. However, the contract budget was sent in Excel format.

3. What are the insurance requirements of HCJFS?

The insurance requirements for HCJFS are spelled out in section 5.5 of the RFP and in Attachment B, term 37. If you have specific questions regarding the requirements, please submit it prior to the deadline of receiving questions. Which has been changed to March 4, 2008 at 5:00 p.m.

4. Section 5.5 Insurance, pages 35 through 39

A. Pg. 36, 2nd paragraph:

"Business auto liability insurance…"

i. If a Provider Agency provides auto liability insurance for employees POV as primary coverage is this acceptable to Hamilton JFS? If yes, can the language be modified to reflect this as being appropriate?

There are two considerations for the Provider under Business Auto Liability insurance. The first consideration is that the Provider provide minimum liability insurance on the vehicle the Provider owns, leases, borrows or rents. The second consideration is the Provider provide minimum liability insurance, on a primary basis, to its employees who operate their vehicles under the Agreement, and while 1. operating the vehicles on County Property or 2. transporting Hamilton County clients or Hamilton County employees. If the Provider is operating a vehicle they own, lease or borrow and a Provider's employee is operating their own privately owned vehicle (POV), then the Provider must procure and maintain Business Auto Liability insurance on both operators/vehicles.

Once the provider shows proof it is providing the employees primary coverage which meets contract requirements, this language can be written into the contract.

B. Pg. 38, 3rd paragraph:
"Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and HCJFS. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section."

Similarly, on page 39, last paragraph of Section 5.5: "If any of the work or services contemplated by the Contract is subcontracted, Provider will ensure that any and all subcontractors comply with all insurance requirements contained herein."

i. Please define—specifically—what persons this RFP is expecting the referenced insurance coverage. The referenced language is very broad and could be construed to include plumbers, HVAC, trash haulers, electricians, etc., as well as, psychologists, psychiatrists, etc. Please clarify.

The language is intended for all person's who provide direct services to HCJFS consumers, under the contract.

ii. This language is severely restrictive and will inhibit a Provider agency's ability to secure the contractual services of psychologists, psychiatrists, social workers, AOD providers, etc. A Provider agency has no ability to "make" this happen with other service providers it works with.

How is this requirement any different from other minimally acceptable contractor requirements? If the County asks the Vendor to provide psychiatrists with a minimum of "X" years in a psychiatric and medical setting how does the vendor assure compliance from the psychiatrist? If the psychiatrist is found not to meet the minimum requirements, how does the Vendor "make" it happen so the contract requirements are met? Is there a difference in obtaining minimally acceptable insurance from a subcontractor?

iii. Underwriters of individual professional liability insurance will not waive subrogation & Provider's have no legal authority to waive subrogation for anyone other than themselves.

Agreed, waiver of subrogation is difficult to obtain under a Professional Liability policy. However, waiver of subrogation under a Professional Liability is not an issue for the County. The named insured (the professional) obtains coverage under a Professional Liability policy. Further, the philosophy of insurance prohibits subrogation of a claim against the named insured unless the insurance protection/defense is fraudulently obtained.

However, all other liability policies, except worker's compensation, must have waiver of subrogation in favor of the Board of County Commissioners of Hamilton County Ohio, the Department of Job and Family Services and their employees, officers, officials, volunteers and agents.

A modification to these expectations is requested and/or at the very least an indication of how HCJFS will work with Provider's to accomplish this request.

All contract terms are negotiable if a successful proposal is submitted and accepted.

C. Pg. 41, Section 5.10, Managed Care Partnership:
Is the level of "clinical record keeping", "reporting and invoicing" being requested fully defined in Exhibit III? What reports, if any, are able to be or are generated from this system. Detailed information would be appreciated.

Exhibit III does fully define the level of clinical record keeping, as well as reporting and invoicing. Please also review Sections 3, 4, 6, and 16 of the contract for additional authorization, invoicing, and reporting procedures. HCJFS reserves the right to request additional reports and information (see Section 20 of the contract).

Providers have access to Progress Notes, Treatment Plans, and Authorizations in MCP. In MCP there are several reports for the providers to access, they are as follows: Progress Notes Report (multiple selection and sort criterion are possible); Treatment Plan Reports (Initial Plans, Reviews, and Treatment Plans due); Authorization Reports (Authorized Requests, Lapsed Authorizations, Not Processed Request, Denied Authorizations, Pended Authorization).

D. Attachments A, D, F, G and H
It would be most helpful if these forms were provided in a format (Word or Excel) that can be worked in by the responding parties to the RFP.

These forms were e-mailed February 29, 2008 to registered providers.

5. Section 1.2.2, Service Components, I, pg. 8
"…Provision of evidenced-based practices such as Trauma Focused Cognitive Behavioral therapy and Family Integrated Transitions therapy;"

Could you please help us understand what you accept as "evidence-based practice"? Perhaps further define your use of the phrase.

Evidence-based practice is an approach which can demonstrate a program or service is effective in achieving the desired results and can be verified by research.

EBP is a mix of: a) learning what treatments 'work" based on the best available research (whether experiential or not); b) discussing client views about the treatment to consider cultural and other differences, and to honor client self determination and autonomy; c) considering the professionals' clinical wisdom" based on work with similar and dissimilar cases that may provide a context for understanding the research evidence; and d) considering what the professional can, and can not, provide fully and ethically. (Gambrill, 2003; Gilgun, 2006)

Grambrill, E. (2003). Evidence-based practice: Implications for knowledge development and use in social work. In A. Rosen & E. Proctors (Eds), *Developing practice guidelines for social work intervention* (pp. 37-58). New York: Columbia University Press.

Gilgun, J. (2006). The four cornerstones of qualitative research. Qualitative Health Research, 16(3), 436-443.

Examples of evidence based practice research can be found at: http://www.campbellcollaboration.org/

6. **Section 1.2.2, Service Components, V, pg. 10**
"…Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with or transport youth. …" Also, under Section 45 of the Sample Contract on pg. 69

Is HCJFS offering financial assistance or other assistance completing annual criminal record checks? (It is assumed that criminal record checks means BCII checks.) The cost for a criminal records check amounts to a considerable amount of money.

It is expected this expense will be considered when provider agencies are including expenses to justify their unit rates (per diems).

7. **Section 2.2.1, Program Components, B, Licensure, Administration and Training, # 6, pg. 14**
Please provide definitions of "emergent, urgent and routine placement needs".

Emergent is a same day response, urgent is a 24 hour response time and routine is a response within 72 hours.

8. **2.2.2, System & Fiscal Administration Components, pg 16 & 17**
   A. **"C", pg 16**--Please provide a definition of Subcontracts.
      Anyone under contract with Provider to meet the terms of this Contract or assignment of work specified in the terms of this contract.

B. "L", pg 17—Management Letters are the strict purview of the company. It is being requested that this expectation be deleted.
This information affords HCJFS the opportunity to identify possible weaknesses with a Provider's ability to provide ongoing services to HCJFS consumers. All terms are negotiable if a successful proposal is submitted and accepted.

9. 2.3, Budgets & Cost Considerations, pg. 18

Regarding the required Budget forms, is it possible that the provider's in-house budget format could be accepted in lieu of the HCJFS forms. Separate budgets for each contract program, as well as, the overall agency budget could be submitted and if the format is detailed and clearly expresses revenue, expenses, and per diem justification it would afford HCJFS the same information.

A provider's in-house budget, approved by its Board of Directors, combined with a copy of the Uniform Cost Report submitted to ODJFS, and the most recent independent audit of financial statements is the maximum data required by any other agency in the state. A multi-year effort was put forth by ODJFS, ODMH, and OACCA to standardize reporting so as to relieve the costly and inordinate burden on providers of multiple financial reporting requirements and formats. The requirement to prepare additional, detailed financial reports in a format specifically required for only one county is labor intensive and adds to Provider's costs of doing business, which in turn must be passed along to the purchaser of services.

HCJFS has received permission from ODJFS to negotiate rates independent of the IV-E rates submitted to the state via the Uniform Cost Report. The Uniform Cost Report allows providers to submit and report on rolled up program costs. HCJFS looks at each level of care separately. We also look at administrative costs differently than the state does. HCJFS is concerned with having the ability to compare provider rates in a fair and consistent manner. The requirement to submit a budget in HCJFS' format remains.

10. Attachment B, Contract Sample, pg 44 through 97

Please identify for us which of the various "selection" options will be used when offered. There are several throughout the "Contract Sample".

We are not clear what your question is. If you are referring to the different places where staff have the ability to choose a specific version of a term, it depends on the individual provider circumstance on which version is offered or agreed to via the negotiation process.

11. Attachment B, Contract Sample, pg 48, Section 5, Billing & Payment, D, "Hold Bed Procedure"

For planned absences who's to be notified? Will HCJFS approve more than 3 days of planned absences?

The caseworker should be notified of any planned absences. HCJFS may approve a hold longer than three (3) days on a case by case basis. An example might be a court ordered extended home visit.

12. Attachment B, Contract Sample, Section 6, Lowest Price, pg. 50 & 51

This language poses significant problems for Provider agencies with multiple county contracts and multiple fiscal years. Is it possible to provide greater flexibility or modification?

The Lowest Price Clause is being removed from HCJFS contracts.

13. Attachment B, Contract Sample, Section 17, Licensing Requirements & Quality Review, pg., 56

Next to last sentence "…Provider further agrees to participate in …& to observe and comply with all other protocols, policies, guidelines and programs established by HCJFS."

Will HCJFS be providing to each Provider agency a full set of its "protocols, policies, guidelines and programs"? It becomes very difficult and risk aversive for a Provider agency to simply agree to comply with such a grandiose statement without having the opportunity to review the stated protocols, policies and guidelines. Could this be clarified to mean only those that are provided and/or reviewed with the Provider agency?

Due to the amount of time it is taking to review policy and determine which ones are pertinent, this information will be provided via the final addenda response to be issued by March 10, by 4:45 p.m.

14. Attachment B, Contract Sample, Section 25, Provider Solicitation of HCJFS Employees, pg. 59

Is the spirit of this language reciprocal to the Provider agency? Could reciprocal language be provided?

All contract terms are negotiable if provider's proposal is accepted.

15. Attachment B, Contract Sample, Section 31, Availability & Retention of Records, B, Last Sentence, pg. 61

"No information on Consumers…"

Is it possible to insert the word "identifying" between "No" and "information"? Provider agencies are mandate have quality improvement or performance improvement programs, issue statistical reports, etc., and must be able to use information on all of its clients (while maintaining confidentiality) in order to meet these licensing, or accreditation mandates/standards/expectations.

All contract terms are negotiable if provider's proposal is accepted.

16. Attachment B, Contract Sample, Section 32, Audit Responsibility and Compliance, F, pg 62

How is it possible for Provider agencies to "certify that…all subcontractors…will comply with all requirements of …"? Subcontractors by their very definition are independent entities from the Provider agency and are not subject to their authority. There has to be certain limit to the expectations that a Provider agency can exert.

There can be a term in your contract with your subcontractor which states they are to comply with all requirements of…. All contract terms are negotiable if provider's proposal is accepted.

17. Attachment B, Contract Sample, Section 41, Marketing, pg. 68

This is intended only for fully funded programs by HCJFS, correct?

This language is for providers who are fully or significantly funded by HCJFS. All contract terms are negotiable if the provider's proposal is accepted.

18. Attachment B, Contract Sample, Section 58, Integration and Modification, pg 76

This language appears to make mute any reference to the RFP and Provider agencies RFP response. Is this what you intended?

The contract, via section 2 A, lists all exhibits and states they are deemed to be a part of the contract as if fully set forth herein. The RFP and and the Proposal are both exhibits to the contract. The main point to be taken from this section is that verbal agreements to change contract requirements are not legal, the changes must be a formal written amendment issued by HCJFS Contract Services.

19. Medical, Dental, Vision, Psychological and Pharmacological Care

I am not finding a reference to the provision of this care and HCJFS responsibilities in this area. Can you please identify where it states HCJFS responsibilities for these areas?

Clause 49 requires Provider's to ensure these items occur. HCJFS is the legal guardian of the children in placement which means HCJFS maintains financial responsibility to ensure services are covered after Medicaid and third party insurance agency's are invoiced. We are payor of last resort.

20. Attachment B, Contract Sample, Section 32, Audit Responsibility and Compliance, A, pg 61

Technically speaking there is no "audit" of the cost report. The process is an "Agreed Upon Procedure". Is Hamilton CJFS wanting something different?

Additionally, an "opinion on the financial statement" is not provided as part of the "Agreed Upon Procedure Report". An opinion is provided on the "annual independent audit only". Please clarify your understanding and whether or not this is simply a misstatement.

The main issue with the first question is semantics. The state calls it the "Agreed Upon Procedures" engagement. HCJFS calls it an audit. The Agreed Upon Procedures spells out what the independent auditor must review and the standards which must be met.

The second question could be rephrased from issuing an opinion to the CPA will provide and attestation to the validity and accuracy of the private agency's cost report. If you are interested in reviewing the law it is located in 5101:2-47-26.2 Cost Report "Agreed Upon Procedures" engagement.