

**REQUEST FOR PROPOSALS**

**FOR**

**CARE COORDINATION & WRAPAROUND  
SERVICES FOR MULTI-SYSTEM YOUTH**

**RFP07-011**

**Issued by**  
**HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**On behalf of**  
**MULTI COUNTY SYSTEM AGENCIES**

**222 E. CENTRAL PARKWAY**

**CINCINNATI, OHIO 45202**

**<http://www.hcjfs.hamilton-co.org/mcsa/mcsa.htm>**

**June 7, 2007**

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# REQUEST FOR PROPOSALS (RFP) FOR CARE COORDINATION AND MANAGEMENT SERVICES

## 1.0 REQUIREMENTS & SPECIFICATIONS

### 1.1 Introduction & Purpose of the Request for Proposal

#### Overview of MCSA

Multi County System Agencies (“MCSA”)<sup>1</sup> is the collective effort of Hamilton County Department of Job and Family Services (“JFS”), Hamilton County Juvenile Court (“JC”), Hamilton County Board of Mental Retardation and Developmental Disabilities (“MRDD”), and Hamilton County Mental Health and Recovery Services Board (“MHRSB”) to coordinate efforts to better serve the needs of high-risk Enrolled Youth and families. MCSA coordinates efforts and combines resources to provide integrated care coordination, strengthen families, reinforce protective factors, reduce long-term Out-of-home Placement, improve efficiency, reduce costs and improve the quality and scope of social services to multi-system Enrolled Youth. MCSA pools funds to hire a Care Coordination Agency (“CCA”) responsible for developing, managing and paying for services for Enrolled Youth involved in multiple systems. MCSA desires to collaborate with CCA to implement innovative and coordinated service strategies to assist Enrolled Youth in improving their quality of life and in functioning in least restrictive settings while achieving Permanency in their lives.

#### Overview of Project

MCSA is seeking a CCA to manage and coordinate care for Enrolled Youth who are involved in multiple child-serving systems. Although enrollment numbers are not guaranteed, estimated enrollment is 220-240 Enrolled Youth at any point in time. CCA will be responsible for providing integrated care coordination services using wraparound and best-practice treatment approaches.

CCA will provide services related to the coordination and management of care, but will not provide Direct Services to Enrolled Youth and families other than Diagnostic Assessments and primary Community Psychiatric Supportive Treatment (CPST). CCA will contract with a network of Providers who will deliver services. A Treatment Team, led by CCA, consisting of Enrolled Youth, family

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<sup>1</sup> See *Exhibit 1 – Definitions & Acronyms* for a list of defined terms.

and individuals who are involved with Enrolled Youth, will be responsible for creating and updating a Treatment Plan. CCA will monitor case progress and work with all parties involved in the care of Enrolled Youth to achieve case goals.

MCSA will determine which youth will be enrolled in the project and whether the services for such youth will be paid using a Case Rate or Fee-for-Service methodology. Once MCSA makes such determination, CCA will operate the project using a no reject, no eject approach, where all Enrolled Youth must be served. For the majority of cases (projected to be between 220-240 at any point in time<sup>2</sup> based on project history and available funding), CCA will be paid a per child, per day Case Rate. CCA will be responsible for paying for the costs of Direct Services, and will be at risk for any costs in excess of this amount. A small group of cases (projected to be about 8-10 based on project history and available funding) will be paid on a Fee-for-Service basis.

### **Introduction to Pooled Funding Projects**

MCSA began pooling funds for a Multi-System Youth project in 1995. The original partnership grew out of a concern that difficult-to-serve youth were involved in multiple systems and faced considerable barriers to accessing coordinated services. Other problems illustrating the need for coordinated services included:

- Dramatically escalating costs for youth in high-end placements;
- Cumbersome and confusing service delivery processes for families;
- Lengthy residential placement stays;
- Service gaps, overlaps and omissions; and
- System-wide inefficiency, poor coordination, and conflict related to service mandates, eligibility and funding sources.

Since its inception, three different private organizations have coordinated and managed the system of care for Multi-System Youth. This project involves the following components:

1. MCSA collaborates to effectively develop and provide services to high-risk youth and families;
2. MCSA pools funds to pay CCA to provide care coordination and manage services;
3. CCA partners with families, systems and Providers to coordinate care;
4. CCA manages these pooled funds to offer cost efficient and effective services (including Out-of-home Placement, in-home supports, behavioral and mental health services, etc.).

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<sup>2</sup> 230 is the estimate be assumed in calculating Case Rate expenses, and is not a guarantee.

5. MCSA monitors CCA's Agreement compliance and programmatic success.

## **Project Development & Changes**

This RFP marks the fourth phase of the MCSA partnership. With each phase MCSA has modified its approach to better serve youth and families, coordinate efforts across systems, and increase overall clinical effectiveness. It builds on previous achievements, while providing new opportunities for system improvements. In particular, the following areas are being emphasized for new service innovation and approaches:

- **Emphasis on Permanency.** Permanency involves locating and supporting a lifetime family relationship that does not end when the Enrolled Youth turns 18 years of age. It can be the result of preservation of the family; reunification with the birth family; or, legal guardianship or adoption by kin or other caring and committed adults. Particular emphasis shall be focused on helping Enrolled Youth and families function independently with family and community supports. Youth may enroll with varied custody status. Regardless of this status, all Enrolled Youth should be served with the intent to retain or restore custody to a parent, kin or adoptive parent. (Historically, at any point in time, between 50-80 Enrolled Youth have been in JFS custody.)
- **Effective Transitions.** Helping Enrolled Youth and families maintain gains and successes after disenrollment requires; 1) effective disenrollment planning that begins at intake; 2) a service array that can be maintained after disenrollment; 3) disenrollment based on meeting clearly established treatment goals; and 4) effective coordination among all who are involved with the Enrolled Youth and family during and after involvement with CCA.
- **Provider Oversight.** Increased emphasis by CCA on Provider management and contract compliance monitoring.
- **Community Capacity.** Continue improving effectiveness of existing services. Expand community service capacity in Hamilton County where needed.
- **Team Participation.** Continue to actively involve Enrolled Youth and family in case planning, and ensure other interested parties, such as Providers, are included and involved.

## **1.2 Service Overview**

Bidders are encouraged to submit proposals with plans for enhancing and operating care coordination for MCSA shared consumers. Services include:

1. Coordinate and manage a seamless system of care for Enrolled Youth and families;
2. Implement Wraparound Principles of Care in the planning, management and delivery of services;
3. Identify clear treatment goals, help Enrolled Youth meet goals and maintain treatment progress over time;
4. Develop and manage a network of Providers;
5. Work with Provider community, MCSA partner agencies, and other organizations to further develop service coordination in Hamilton County;
6. Share financial management responsibility and risk for cost of services;
7. Efficiently and effectively track and report clinical, cost and outcomes data; and
8. Utilize and promote evidence-based and best-practice services in Hamilton County.

The goals are to promote well-being and resiliency of Enrolled Youth, achieve Permanency for Enrolled Youth, and assure individual, familial and community safety. These goals can be summarized as follows: *Children will be living in a stable environment, will be actively participating in school and/or work, and will not be a risk to self and others.* In its efforts to reach these goals, MCSA seeks to achieve the following outcomes as a direct result of purchasing the services described in this RFP:

1. Improve the ability of Enrolled Youth and families to be successful in their communities;
2. Increase the capability of family members and other adults to meet the needs of Enrolled Youth through education and coaching, while increasing independence from public systems such as juvenile court and child welfare;
3. Increase the capability of Enrolled Youth and families to access formal and informal community supports when needed;
4. Help all Enrolled Youth achieve treatment goals, safety, stability, and Permanency;
5. Lower lengths of stay for Enrolled Youth in institutional placements; and
6. Facilitate transition to services that assist Enrolled Youth to maintain treatment progress after disenrollment.

## 1.3 Scope of Service

CCA shall provide an array of care coordination services, designed to ensure Enrolled Youth receive the services they need to successfully achieve treatment goals. Specific services include:

### A. INDIVIDUALIZED WRAPAROUND PLANNING

Enrolled Youth will receive wraparound care coordination. CCA must demonstrate experience and competency in developing, implementing and managing a successful wraparound care coordination program. CCA is expected to use the ten guiding principles of wraparound listed below in its care coordination.<sup>3</sup>

1. **Family voice and choice.** Family and Enrolled Youth perspectives are intentionally sought and prioritized during all phases of the wraparound process. Planning is grounded in family members' perspectives, and the Treatment Team strives to provide options and choices to ensure the plan reflects family values and preferences.
2. **Team based.** The Treatment Team consists of individuals agreed upon by the family and committed to them through informal, formal, and community support and service relationships. Members may include, but are not limited to parent or legal guardian, Enrolled Youth (when appropriate), CCA care manager, school teacher or counselor, probation officer, MCSA case workers, other family or community members such as clergy or neighbors.
3. **Natural supports.** The Treatment Team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships. The Treatment Plan reflects activities and interventions that draw on sources of natural support.
4. **Collaboration.** Treatment Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating a single Treatment Plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goals.
5. **Community based.** The Treatment Team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible; and those which safely promote Enrolled Youth integration into home and community life.

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<sup>3</sup> The ten guiding principles listed are summarized from Bruns,E.J., Walker, J.S., Adams, J., Miles,P., Osher,T.W., Rast, J., VanDenBerg,J.D., & National Wraparound Initiative Advisory Group (2004) *Ten Principles of the Wraparound Process*. For additional information on wraparound, see [www.rtc.pdx.edu/nwi](http://www.rtc.pdx.edu/nwi).



6. **Culturally competent.** The wraparound process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the Enrolled Youth and family, and their community.
7. **Individualized.** To achieve the goals laid out in the Treatment Plan, the Treatment Team develops and implements a customized set of strategies, supports, and services.
8. **Strengths based.** The wraparound process and the Treatment Plan identifies, builds on, and enhances the capabilities, knowledge, skills, and assets of the Enrolled Youth and family, their community, and other team members.
9. **Persistence.** Despite challenges, the Treatment Team persists in working toward the goals included in the Treatment Plan until the team reaches agreement that a formal wraparound process is no longer required.
10. **Outcome based.** The Treatment Team ties the goals and strategies of the Treatment Plan to observable or measurable indicators of success, monitors progress, and revises the Treatment Plan accordingly.

## **B. INDIVIDUAL ASSESSMENT**

CCA shall conduct individualized, multi-disciplinary assessments to determine the treatment needs of each Enrolled Youth. CCA shall implement an assessment methodology that yields consistent, replicable results to:

1. Identify Enrolled Youth and family needs and strengths;
2. Identify service needs and the level of care and service intensity that is required;
3. Facilitate Treatment Team development of a Treatment Plan that meets the needs of Enrolled Youth;
4. Determine appropriateness of wraparound approach for Enrolled Youth with treatment recommendations for those who would benefit from other approaches; and
5. Identify and facilitate alternative Permanency options for Enrolled Youth through kin, guardianship or adoption.

Initial assessments may be conducted when enrollment begins. Ongoing assessments shall be conducted to ensure service appropriateness, determine treatment progress, modify treatment approach, and determine readiness for disenrollment as planned.

## **C. ONGOING SERVICE COORDINATION**

CCA shall put together a Treatment Team consisting of Enrolled Youth, family and individuals committed to the Enrolled Youth through informal, formal,

community support and service relationships, to develop treatment goals and plans. CCA shall authorize and monitor Direct Services to ensure they support Treatment Plans and achieve treatment goals. CCA shall continuously monitor treatment progress; coordinate Treatment Teams; communicate, review and manage service and treatment progress; ensure individual and community safety; and, take responsibility for all facets of coordinating care. CCA shall ensure Treatment Plans provide the appropriate level of treatment, for the appropriate length of time, and in the appropriate amount to meet Enrolled Youth's treatment goals, while conserving resources and operating within MCSA requirements.

#### **D. PROACTIVE DISENROLLMENTS**

CCA shall ensure Enrolled Youth are appropriately disenrolled when treatment goals are achieved or when Treatment Team determines that optimal gains have been achieved, allowing for smooth transitions and sustainable plans. Disenrollment planning:

1. Begins during initial treatment meetings;
2. Relates directly to treatment goals;
3. Involves entire Treatment Team, and especially those individuals and organizations who will be involved with Enrolled Youth after disenrollment;
4. Ensures the continuity of services through and following disenrollment;
5. Takes into consideration resources available after disenrollment;
6. Targets a 12 month or less enrollment period;
7. Facilitates process that aids Enrolled Youth to maintain treatment progress following disenrollment; and
8. Includes contingency (concurrent) planning.

CCA shall be responsible for: 1) coordinating this plan; 2) clearly communicating it to appropriate parties; 3) monitoring its progress; and 4) modifying it as the need arises.

#### **E. PROVIDER MANAGEMENT**

CCA shall ensure Enrolled Youth receive Direct Services through the engagement of a comprehensive array of Providers. CCA shall ensure Direct Services are provided to meet the needs of Enrolled Youth and shall implement creative solutions for gaps that may exist or develop in the service continuum. CCA shall work with Provider community to expand community service capacity and program quality. CCA shall develop and utilize neighborhood and community based services to deliver such Direct Services to establish a network of natural supports for Enrolled Youth. CCA shall expect and encourage Providers to

develop and implement individualized services for each Enrolled Youth, and coordinate treatment with other Providers. Such Direct Services shall be directly related to system outcomes identified in *Exhibit 4 – Performance Outcomes and Indicators*.

CCA shall develop and implement a current Provider Contract management plan to meet legal and programmatic requirements of MCSA. CCA shall coordinate Provider Contract oversight activities with MCSA to create efficiencies and reduce administrative overlap. Contract oversight responsibilities include, but are not limited to:

1. Solicit Providers to provide full array of required Direct Services;
2. Recruit and select Providers as needs change or are identified;
3. Develop, negotiate and execute contracts with Providers. (Section 7 of attached *Exhibit 2 – Form of Agreement to be executed between MCSA and CCA* contains current Provider Contract requirements. These minimum requirements shall be present in Provider Contracts, as applicable.);
4. Ensure all Provider Contracts are current;
5. Ensure and document rates for Direct Services are competitive and not above industry standards;
6. Develop good working relationships with Providers;
7. Provide support and technical assistance as identified;
8. Provide ongoing contract management and compliance monitoring;
9. Develop appropriate policies and procedures, and work with MCSA Contracting Departments to ensure all Provider Contract terms are met, including contract compliance reviews, financial audits, employee and contract employee police record checks, training, licensure, Critical Incident reporting, and accountability and reasonableness of costs;
10. Monitor the amount of Direct Services discussed and agreed to in the Treatment Team meetings and be able to compare, by Enrolled Youth by month, the actual amount billed and paid;
11. Work with Providers who consistently and significantly provide and bill for Direct Services over and above the amounts agreed to by the Treatment Team. This includes Direct Services paid by MHR SB Medicaid;
12. Produce reports and outcomes data analysis as needed regarding Provider network performance;
13. Capacity to conduct competitive procurements for service development to ensure network capacity is sufficient to meet Enrolled Youth' needs; and
14. Work with MCSA to ensure service packages planned to support the Enrolled Youth after discharge are sustainable.

CCA shall work with Providers and other community resources to further develop and improve the service array available locally, and work to ensure services are developed to meet needs of each Enrolled Youth. In addition, low or no-cost community services should be used and developed to the greatest extent possible to facilitate independence through a network of natural supports.

## **F. FINANCIAL MANAGEMENT & RISK**

CCA will be paid using a Case Rate intended to cover the cost of Direct Services, a Fee-for-Service direct reimbursement for purchased services for MCSA designated Enrolled Youth, an administrative rate to cover Administration Expenses, a Care Coordination rate to cover Care Coordination Expenses not eligible for and/or billable to Medicaid, and Medicaid for certain Diagnostic Assessment and CPST services.

The determination of Fee-For-Service eligibility by MCSA is based on cost of services, location of placement, age of youth, and prognosis concerning ability to return to the community or a lower level of care. Fee-For-Service designation is intended to cover very high cost youth. CCA is responsible for management of the overall Fee-For-Service budget.

CCA is responsible for management of all Medicaid services provided and billed for Enrolled Youth. A Medicaid Target will be set each year of the Agreement term. This target will identify the amount of local dollars projected for Medicaid services. Local dollars account for approximately 40% of total Medicaid costs.<sup>4</sup> See *Section 2.6 Cost of the Proposed Services* and *5.2 Agreement Period, Funding & Invoicing* as well as *Exhibit 4 - Historical Revenue and Expense Information* and *Exhibit 5 – Agreement Budget* for additional details.

Any excess of revenue over expenses realized by CCA from this project shall be limited and in compliance with federal and state guidelines. This will be limited to 2% to 3% of allowable direct and indirect costs, over each two (2) year Agreement term.<sup>5</sup>

CCA shall manage financial process and information, and manage financial risk. This includes and is not limited to the following responsibilities:

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<sup>4</sup> The Medicaid Match based on the current Federal Medical Assistance Percentage (FMAP) for Ohio as published in the Federal Register, which varies year to year.

<sup>5</sup> OAC 5101:9-4-07(F)(2). County family services agencies and workforce development agencies will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed, except that government entities are prohibited by law from receiving a profit. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne, by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

1. Maintain electronic claims data;
2. Pay Providers within 45 days of receipt of an accurate invoice;
3. Monitor Medicaid and non-Medicaid services agreed to in the Treatment Team meeting and services actually delivered by Providers;
4. Ensure Medicaid information required by MACSIS and the MHR SB are reported within required timeframes;
5. Monitor and track all funding sources;
6. Adhere to Federal Office of Management and Budget Circulars (OMB) which apply, including but not limited to 2 CFR 225 and 2 CFR 230;
7. Manage budgeted expenses and revenues;
8. Work with MCSA to ensure appropriate procedures are followed to maximize appropriate state and federal funding;
9. Pursue available funding sources, including grants, third-party payments, no-cost resources, family co-pays, etc.; and
10. Provide regular financial reporting to MCSA as set forth in *Section 1.5.B Reporting*.

CCA carries financial risk and the primary components are:

1. Shared Case Rate Risk. CCA has full responsibility for any costs incurred in excess of the Case Rate, and MCSA has risk if the services delivered cost less than the Case Rate up to the Agreement revenue over expenses or profit, subject to profit limitations. The Case Rate is set based on the CCA proposal and is estimated, but not guaranteed, to be about 230 youth at any point in time. CCA will have some Enrolled Youth who incur Direct Services and Care Coordination which costs in excess of the average budgeted amount. CCA will also have Enrolled Youth who incur Direct Services and Care Coordination at less than the average budgeted amount. The intent of the Case Rate is to balance costs over the variability of individual cases and over the Agreement term. CCA will be responsible for contracting for Direct Services for the Enrolled Youth and may contract for some Direct Services for the family as a unit. CCA may refer non-enrolled individuals within the family for services, but will not be responsible for those costs.
2. Medicaid Risk
  - a. An annual Medicaid Target for the local match portion of approximately \$870,000 will be set by MCSA. The target is the total of all Medicaid services provided to Enrolled Youth by any Provider, including the CCA. Medicaid is made up of federal dollars (about

60%) and local match dollars (about 40%)<sup>6</sup>. Medicaid is a part of the total cost to MCSA for the CCA Agreement. The final amount of actual Medicaid expenditures is not available until 14 months after the end of the state fiscal year.

- b. If Medicaid usage by all Providers, including CCA, exceeds the Medicaid Target amount, CCA shall return to MCSA local funds paid as a part of the Case Rate in an amount equal to the actual expended Medicaid local match in excess of the Medicaid target local match.
- c. If Medicaid usage by all Providers, including CCA, is less than the Medicaid Target, CCA shall be compensated by MCSA in an amount equal to the Medicaid target local match less actual Medicaid local match expenditures.

The Medicaid local match (about 40%) paid by the MHR SB is a cost to MCSA. MHR SB agrees it retains sole responsibility for payment of all local match attributable to Medicaid dollars.

## **G. INFORMATION SYSTEMS**

CCA shall implement and maintain an electronic information system that is fully operational upon the start date of the Agreement. This system must support the fiscal and clinical practices of CCA, maintain data integrity, and provide timely and accurate reporting. CCA must be able to customize its software to meet changing legal and clinical needs of MCSA. Minimum system capabilities include:

1. Capable of submitting electronic claims for Medicaid services in a format required by MACSIS;
2. Database of Providers' credentials, including qualifications, demographics, locations, availability, services provided, contract compliance monitoring, level of care placement and changes;
3. Secure electronic exchange of data between Providers, MCSA, and CCA including unique Enrolled Youth identifier, Enrolled Youth demographics, treatments, and outcomes (See *Section 1.5.B Reporting* for detailed information on required data elements);
4. Case management and assessment activities (MHR SB Medicaid billable and non-billable) by Enrolled Youth, Provider, and Treatment Plan;
5. Paid Claims tracking by Enrolled Youth, service, service date, Provider, outcome, cost, and check number;

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<sup>6</sup> The Medicaid Match based on the current Federal Medical Assistance Percentage (FMAP) for Ohio as published in the Federal Register, which varies year to year.

6. Claims processing – Enrolled Youth eligibility, Provider eligibility, fee schedule, authorization and billing;
7. Comparison of data with established performance criteria (See *Exhibit 3 – Performance Outcomes & Indicators*);
8. Ability to establish a variety of reporting options, including customization by system users (See *Section 1.5.B Reporting* examples of required reports);
9. Software-driven triggers to improve quality assurance of services provided;
10. Critical Incident tracking;
11. Compliance with federal, state, and local laws and regulations for ensuring security of medical treatment information including, but not limited to, HIPAA; and
12. Backup and recovery procedures and configurations, including disaster recovery planning.

CCA shall ensure historical and up-to-date information on census and demographics, enrollment and disenrollment, placement and living arrangement, AWOL status, service utilization and cost, unique Enrolled Youth identifier fields allowing links to MACSIS and JFS data systems, outcome and Performance Indicators data, and claims are captured to ensure data integrity. Such information shall be made available to MCSA upon request.

CCA shall utilize service codes which match the codes in use by MCSA or can be cross-referenced to MCSA codes.

CCA shall ensure staff are adequately trained to utilize electronic data tracking systems including but not limited to: Word, Excel, CCA's data management system, and MACSIS to meet the reporting and information tracking needs of the Agreement.

CCA shall ensure Information Systems resources (positions, labor, hardware, software and other technology resources) are available to adequately support the CCA Agreement. CCA shall provide documentation of expenditures made to support the Information System, data security management, recovery procedures, system and network management, and data reporting needs to MCSA upon request.

## **H. OUTCOME MONITORING & REPORTING**

CCA shall achieve and report on outcome standards and Performance Indicators. CCA shall maintain an outcomes tracking system which identifies and analyzes qualitative and quantitative outcome data regarding service delivery to Enrolled Youth and performance of services to meet the needs of Enrolled Youth.

Data elements shall include but are not limited to: projected and actual length of stay or number of units provided of each service; Enrolled Youth individual and aggregate outcome data as described in *Exhibit 3 - Performance Outcomes & Indicators*; treatment goals attainment and/or barriers; and Direct Service and neighborhood and/or community-based resources utilization. The process supports continuous evaluation of the cost effectiveness of activities to ensure CCA is focusing on strengths, family-driven plans, and developing the most appropriate services to meet the needs of Enrolled Youth.

CCA shall comply with ODMH requirements regarding outcomes reporting. CCA shall demonstrate knowledge of, and capacity to operate within legal mandates governing each individual MCSA member.

CCA shall provide regular reports to MCSA on financial, clinical and programmatic data. See Section 1.5 B. for additional reporting requirements.

## **I. SYSTEM-WIDE COORDINATION AND IMPROVEMENT**

CCA shall collaborate with MCSA, Providers and others to improve and better coordinate Hamilton County's service delivery and overall system of care. Efforts to improve overall system functioning, and especially the seamless transitioning of Enrolled Youth among care coordination agencies may result in changing enrollment and discharge processes and in reporting requirements.

### **1.4 CCA Requirements**

CCA must meet the following requirements:

1. Develop and maintain an organizational structure and capacity to efficiently and effectively conduct the work described in this RFP. Demonstrate ability to fulfill all requirements of this RFP and potential resulting Agreement;
2. Develop and administer effective service strategies, rather than provide Direct Services. It is recognized that conflicts of interest may occur if CCA is a Provider of Direct Services. CCA will be the primary CPST provider and will provide Diagnostic Assessment as a part of Care Coordination and shall not provide other Direct Services to Enrolled Youth. MCSA reserves the right to limit or stipulate the amount of CPST and Diagnostic Assessment services which can be provided by CCA;
3. CCA shall not make any referral to any affiliated entity where there is common ownership, equal to or greater than 50%. In addition, no referral shall be made to any entity in which any family member of the governing board of CCA is also a member of the governing board of the company receiving the referral, without the prior written permission of MCSA;



4. Ensure services are delivered with a consumer and family-centered neighborhood-based treatment focus;
5. Shall have a no eject, no reject environment, where CCA agrees to serve all youth who are assigned by MCSA;
6. Demonstrate experience in coordinating and managing a system of care;
7. Demonstrate experience in providing a wraparound approach to service planning and delivery;
8. Demonstrate working knowledge of Hamilton County and its existing systems, services, local regulations and requirements. This includes familiarity with the political structure of the community, MCSA, and Provider community;
9. Demonstrate working knowledge of the diverse needs of this population and the types of services that most effectively address those needs;
10. Shall be accredited by one of the following entities: Council on Accreditation (COA), Commission on Accreditation of Rehabilitation Facilities (CARF), or Joint Commission on Accreditation of Healthcare Organizations (JCAHO);
11. Shall be certified by Ohio Department of Mental Health (“ODMH”) for CPST and Diagnostic Assessment services within 12 months of receiving the first Enrolled Youth. See [www.mh.state.oh.us](http://www.mh.state.oh.us) for detailed information about certification requirements;
12. If CCA is not certified by ODMH at commencement of services, CCA shall, prior to certification by ODMH, contract with a certified provider to bill Medicaid for CPST and Diagnostic Assessment services to meet Medicaid revenue budget and prepare for certification.
13. Shall contract with Providers who adhere to: 1) federal, state and local laws, rules and regulations; 2) the resolutions and decisions of the Board of County Commissioners, Hamilton County, Ohio; and 3) orders of Juvenile Court;
14. Demonstrate ability to work with government entities to comply with all federal, state and local laws, rules and regulations. This includes, but is not limited to, working with cases involving child welfare or legal custody, fulfilling mandated reporting requirements, fulfilling the role of probation officer, and attending dependency and delinquency court hearings; and
15. Provide testimony in court, as requested, on matters pertaining to Enrolled Youth such as: 1) the emotional and mental state of Enrolled Youth; 2) evaluations of youth after treatment; 3) prognosis for future change, improvement, or deterioration; 4) issues regarding removal of Enrolled Youth from parents' home or from court-ordered placement; 5) present and projected parenting ability; 6) issues involved with termination of visitation or contact with parents or other persons; and 7) ultimate custody issues. CCA shall agree to be reasonably available for consultation, in

person, by telephone, or in writing with the assigned attorney and case manager(s), for purposes of preparing testimony prior to trial.

## **1.5 Start Up and Reporting Requirements**

CCA shall deliver all services described in the Scope of Services of this RFP. In addition, CCA shall be responsible for complying with the reporting requirements and start up issues identified below, with all local, state and federal requirements, as well as other Deliverables specified in the Agreement.

### **A. START UP REQUIREMENTS**

The selected CCA shall work with MCSA to ensure a smooth and timely start up, that meets the needs of Enrolled Youth and minimizes service disruptions. Specific requirements include and may not be limited to:

1. CCA shall commence services on the earlier of the following: 1) January 1, 2008; or, 2) 75 calendar days after Agreement is authorized and approved by MCSA;
2. CCA shall execute all necessary agreements;
3. CCA shall provide any and all necessary consents and releases to permit the transfer of case information, to ensure compliance with all federal and state laws, rules and regulations, including without limitation, all HIPAA requirements; and
4. CCA shall collaborate with MCSA in response to any media inquiries.

### **B. REPORTING**

CCA shall provide the following reports to MCSA:

1. Quarterly financial reports which include, but are not limited to, actual revenue and expenses compared to the Agreement Budget categories. This report is due within sixty (60) days of the end of each calendar quarter;
2. Quarterly financial reports comparing authorized Medicaid and non-Medicaid services to claims paid for Medicaid and non-Medicaid services. This report is due six (6) months after the end of each calendar quarter;
3. Monthly Census Report listing all Enrolled Youth, placements, and other demographic information as of the last day of the month. This report is due within five (5) days of the first day of each month;
4. Annual report on placement of all Enrolled Youth by location. Such placement locations include: a) Hamilton County, b) Warren County, c)

Butler County, d) Clermont County, e) other Ohio counties, and f) other states;

5. Monthly report of actual payments to Providers for services including, but not limited to, Enrolled Youth, service date, service type, and Provider. This report is due twenty-one (21) days after the first day of each service month;
6. Quarterly reports of authorized service costs and actual service costs for the Enrolled Youth whose payment rates are designated as Fee-for-Service. This report is due within ninety (90) days of the end of each calendar quarter;
7. Annual Performance Indicators Report detailing success in achieving benchmarks established in *Exhibit 3 – Performance Outcomes & Indicators*. This report is due 60 days after close of CCA's fiscal year;
8. Annual report on staff retention percentages. This report is due 60 days after close of fiscal year;
9. System eligibility, indicating which Enrolled Youth are eligible for services according to mutually agreed upon criteria. This report is due every six (6) months after commencement of Agreement;
10. Monthly AWOL Management Report. This report should include any Enrolled Youth with any AWOL during the month, the start date of AWOL, the end date of AWOL, and any Enrolled Youth disenrolled due to AWOL;
11. Timely distribution of Treatment Plans and Treatment Team meeting minutes to all Treatment Team members;
12. Annual independent audit for CCA including any related management letters, any compliance related audit findings, and any other financial reports shall be provided annually within 30 days of CCA receipt. (CCA will be paid, in part, with federal funds such as Medicaid, which will require CCA to have a single audit.); and
13. Any other reports related to funding or other support services shall be provided to MCSA, upon request.

## **2.0 BID FORMAT**

To expedite and simplify the process for evaluating proposals, and to assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format described in this section. Without exception, proposals must contain all the elements of information specified. Proposal sections must be numbered corresponding to the following format:

- 2.1 - Cover Sheet
- 2.2 - Executive Summary
- 2.3 - Scope of Service Questions
- 2.4 - Customer References
- 2.5 - Personnel Qualifications
- 2.6 - Budget for Proposed Service (see *Exhibit 5 – Agreement Budget*)
- 2.7 - Attachments

### **2.1 Cover Sheet**

Each proposal must be signed by an authorized representative of CCA and also include the names of individuals authorized to negotiate with MCSA. The signature line must indicate the title or position the individual holds in the company. Any and all unsigned proposals will be rejected.

### **2.2 Executive Summary**

Provide the following information relative to your agency or company.

#### **1. Location of Company**

Provide the address for the agency's/company's headquarters or name of CCA's local office nearest to the City of Cincinnati, Ohio (if applicable). Include a contact name, address, and phone number.

#### **2. CCA's Primary Business**

State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.

#### **3. Agency/Company Ownership**

Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.

#### **4. Agency/Company History**

Provide a brief history of CCA's organization. State briefly the programmatic and administrative experience qualifying CCA to perform the proposed services. Include CCA's mission statement, philosophy of service and any special qualifications.

### **2.3 Scope of Service Questions**

#### **Section 1: Program**

1. Describe your experience and approach to providing wraparound based care coordination. Please include specific interventions and approaches you utilize to implement and operate care coordination functions.
2. Describe the components that are most significant for the way you provide and manage the services described in this RFP.
3. Describe your approach to developing and managing effective Treatment Teams. Please include how you ensure an active voice for children and families.
4. Describe your experience and approach to managing Direct Service Providers. Please include how you select, contract with, monitor and refer to Providers.
5. Describe your approach and strategies for achieving Permanency for Enrolled Youth.
6. Describe the elements of an appropriate disenrollment plan (including timeframes), specifically how do you ensure that disenrollment process is successful?
7. Describe your approach to improving local service quality and capacity. What are specific areas that could benefit from additional or improved service capacity in Hamilton County? What strategies will you use to address these issues?
8. Describe your experience in working with youth from each of the following systems: juvenile court (delinquency), mental health, addiction, mental retardation/developmental disabilities, and child welfare.

#### **Section 2: System**

9. Describe how you attract and retain qualified front line staff. What is your ratio of supervisors to staff? What is your turnover rate for frontline staff and supervisors? What size case load will front line staff carry?
10. Describe your staff training program and budget.
11. Describe the capabilities and flexibility of your information system, including its ability to be modified and its compliance with the

requirements identified in *Section 1.3.G – Information Systems*. For example, if the State of Ohio began requiring detailed tracking and reporting on Enrolled Youth with a specific diagnosis, how well could your information system handle such a request? Is this system currently in use? If so, in what type of application? Please provide system and data field specifications. (A demonstration of the system may be requested.)

12. Describe your process for ensuring data integrity, and timeliness of data management.
13. Describe your process for tracking, changing and verifying service authorizations.
14. Describe how your organization uses data in managing its operations and its clinical functions. Please be specific.
15. Describe your security for hardware and software. Who has access to each level of security? Who approves access protocols?
16. Describe other attributes your organization brings to the project, and/or address other important program issues not addressed elsewhere in these questions.

### **Section 3: Financial Questions**

17. Submit a complete Agreement Budget. Include a per child, per day Case Rate, an Administration Expense, and a Care Coordination Expense for each Agreement year using *Exhibit 5 - Agreement Budget*. Base your rates on the estimated enrollment of 230 for Case Rate and an enrollment of 8 for Fee-for-Service cases. See *Exhibit 4 - Historical Revenue and Expense Information* for historical summary cost information that may be useful in determining your Case Rate. See *Sections 2.6 Cost of the Proposed Services* and *5.2 Agreement Period, Funding & Invoicing* for additional financial information. Please provide a written explanation of your budget as a part of the Agreement Budget exhibit.
18. Describe how CCA will manage services and costs for Fee-for-Service Enrolled Youth, who often have expensive, out of state, and difficult-to-serve needs.
19. Describe how your organization will manage a risk based arrangement, while delivering effective services.
20. Describe how your organization will ensure the CCA Agreement will continue and succeed, in the event your organization incurs a loss.
21. Describe how your organization will implement effective financial monitoring and reporting. Describe your experience of complying with OMB Circulars, including but not limited to 2 CFR 225, Appendix B and 2 CFR 230, Appendix B.

22. Describe how your organization will manage a no eject/no reject system of care cost-effectively.
23. Describe how Provider Contracts will be monitored for compliance with contract requirements.

## **2.4 References**

Bidder must provide at least three (3) references from entities who have worked with bidder. If possible, provide references from entities that have worked with bidder on services similar in nature and functionality to those requested in the RFP. Each reference must be accompanied by:

1. Name of Organization;
2. Address;
3. Phone number & fax number;
4. Contact person;
5. Nature of relationship and service performed and/or received; and
6. Time period of contract.

## **2.5 Personnel Qualifications**

For key personnel (including, at a minimum, top three (3) management and clinical staff) who will be working on the program, please submit resumes with the following:

1. Proposed role;
2. Licensure, certification, and degrees;
3. Work history and experience; and
4. Personal reference (company name, contact name and phone number, scope and duration of program).

## **2.6 Cost of the Proposed Services**

1. The cost of the proposed Agreement shall be set forth in *Exhibit 5 – Agreement Budget*. The total cost of the Agreement and total cost to the MCSA are key factors in the evaluation of the proposals.
2. For the purposes of any bid, the amount of \$1,051,200 as Fee-For-Service Direct Service costs and the amount of \$870,000 as the Medicaid Target shall be assumed. Note the Fee-For-Service Direct Service does not include any related Administration or Care Coordination expenses.

3. For the purposes of any bid, 230 Case Rate Enrolled Youth and 8 Fee-For-Service Enrolled Youth shall be assumed. These are approximate numbers and may vary during the Agreement period.
4. Submit a completed budget for each year of the Agreement using the form shown in *Exhibit 5 – Agreement Budget*. Specify the cost for the various parts of the Agreement. Cost must be broken down by type of work as well as classifications of staff, i.e., senior program manager vs. lower level position.
5. CCA must submit a detailed narrative which demonstrates how the proposed Agreement Budget is directly related to the proposal as a part of the Agreement Budget attachment.
6. Unallowable costs are defined by 2 CFR 225, Appendix B and 2 CFR 230, Appendix B and include, but are not limited to:
  - a. Bad debt or losses arising from uncollectible accounts and other claims and related costs;
  - b. Contributions to a contingency reserve or any similar provision for unforeseen events;
  - c. Contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
  - d. Entertainment costs for amusements, social activities and related costs for staff only;
  - e. Costs of alcoholic beverages;
  - f. Goods or services for personal use;
  - g. Fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
  - h. Gains and losses on disposition or impairment of depreciable or capital assets;
  - i. Cost of depreciation on idle facilities, except when necessary to meet agreement demands;
  - j. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds;
  - k. Losses on other contracts;
  - l. Organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
  - m. Costs related to legal and other proceedings;
  - n. Goodwill;
  - o. Asset valuations resulting from business combinations;



- p. Legislative lobbying costs;
- q. Cost of organized fund raising;
- r. Cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
- s. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
- t. Advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- u. Cost of insurance on the life of any officer or employee for which the facility is a beneficiary;
- v. Major losses incurred through the lack of available insurance coverage; and
- w. Cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

## **2.7 Attachments**

### **To be submitted with the original proposal and all copies**

1. Table of Organization that clearly distinguishes programs, channels of communication and the relationship of the proposed purchase of service to the total company.
2. Job descriptions for all positions in the Agreement Budget.
3. Program quality documents: Attach documents which describe and support program quality. Such documents may include forms used for monitoring and evaluation or copies of awards received for excellent program quality.

### **To be submitted only with the original proposal**

4. Formation documents (i.e. Articles of Incorporation, Articles of Organization, or Partnership Agreement), plus certification CCA is qualified and authorized to do business in the State of Ohio. Such certification must be issued within 30 days of the date proposal is submitted, and must be updated prior to the time any Agreement is executed by CCA.
5. A letter identifying there are no outstanding audit findings or debarment and suspensions<sup>7</sup>.

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<sup>7</sup> Debarment and suspension. County family services agency and workforce development agency procedures must include requirements to ensure no contracts are entered into with or

6. A copy of CCA's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report.
7. A current certificate of insurance. See *Exhibit 2 – Form of Agreement to be executed between MCSA and CCA* for Insurance Requirements.
8. A notarized copy of Declaration of Property Tax Delinquency. (See *Exhibit 6 – Declaration of Property Tax Delinquency Form*). This form states CCA was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that CCA was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon.
  - a. If the form indicates any delinquent taxes, a copy of the notarized form shall be transmitted to the county treasurer within thirty (30) days of the date it is submitted.
  - b. A copy of the notarized form shall also be incorporated into the Agreement, and no payment shall be made with respect to the Agreement, unless the notarized form has been incorporated.
9. A signed copy of the Ohio Department of Public Safety Form (See *Exhibit 7 - Declaration Regarding Material Assistance/Nonassistance To A Terrorist Organization*). As part of the submitted proposal, Bidder shall include a completed Ohio Department of Public Safety Form.
10. A notarized copy of Campaign Contribution Declaration. (See *Exhibit 8 – Declaration of Campaign Contributions*). As part of the submitted proposal, CCA will include the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – HB694).
11. A current copy of ODMH certification.
12. A current copy of accreditation from COA, CARF or JCAHO.

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purchases made from a person or entity which is debarred or suspended or is otherwise ineligible for participation in federal assistance programs under Executive Order 12549, debarment and suspension, and other applicable regulations and statutes, including 7 C.F.R. Part 3017, 29 C.F.R. Part 97, and 45 C.F.R. Part 76. Persons and entities barred or suspended are listed in the Excluded Parties List System" which may be accessed via the internet at <http://www.ARNet.gov/epl/>. County family agency and workforce development agency procedures must also include provisions that purchases will be made in conformance with section 9.24 of the Revised Code which prohibits the awarding of contracts, paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the auditor of state on or after January 1, 2001, if the finding for recovery is unresolved. Refer to the auditor of state's website for information about these requirements and the database of unresolved findings: <http://www.auditor.state.oh.us/WhatsNew/FFR/>. OAC 5101:9-4-07(J)(7).

### 3.0 BID GUIDELINES

#### 3.1 Project Schedule

ACTION ITEM	DELIVERY DATE
Bidders Conference	June 25, 2007
Deadline for Receiving Final RFP Questions	July 2, 2007
Deadline for Issuing Final RFP Answers	July 6, 2007
Deadline for Proposals Received by MCSA Contact Person	July 25, 2007
Oral Presentation (if needed)	July 31, 2007
Proposal Review Completed	August 3, 2007

#### 3.2 MCSA Contact Person

The RFP, the evaluation of responses, and the award of any resultant Agreement shall be made in conformance with current county procurement procedures.

MCSA Contact Person and mailing address for questions about the bid process, technical issues, the Scope of Service or to send a request for a post-bid meeting is:

*Joan Gilmore, MCSA Financial Manager  
c/o Hamilton County Mental Health and Recovery Services Board  
2350 Auburn Ave.  
Cincinnati, Ohio 45219  
[gilmoj@jfs.hamilton-co.org](mailto:gilmoj@jfs.hamilton-co.org)  
facsimile (513) 946-2384*

#### 3.3 Bidders Conference

A Bidders Conference will take place at Hamilton County Mental Health and Recovery Services Board, 2350 Auburn Avenue, Cincinnati, Ohio 45219 on **June 25, 2007 at 10:00 a.m.** EST. While attendance is not mandatory, it is highly recommended that each bidder have a representative attend Bidders

Conference. The purpose of the Conference is to answer questions related to the RFP.

All interested bidders must fax or e-mail prior to Bidders Conference to register, leaving their name, company name, fax number and phone number. Registration may also occur at Bidders Conference. All answers issued in response to bidder questions become part of the RFP and the RFP process.

1. Prior to Bidders Conference, questions may be faxed or e-mailed to MCSA Contact Person. The questions and answers will be distributed at Bidders Conference.
2. After Bidders Conference, questions may be faxed or e-mailed regarding the RFP or bid process to MCSA Contact Person. No questions will be accepted after July 2, 2007. The final responses will be faxed or e-mailed on July 6, 2007 at the close of business. Only bidders who registered for the RFP prior to or during Bidders Conference will automatically receive, via fax or e-mail, Bidders Conference questions and answers, and any questions and answers issued in accordance with the timeline in *Section 3.1 Project Schedule*.

### **3.4 Prohibited Contacts**

No communication regarding this RFP or the RFP process can take place between bidder and their representatives or designees, and Individuals associated with this RFP. If bidder attempts any unauthorized communication, MCSA will reject bidder's proposal.

The definition of individuals associated with this RFP is:

1. Public officials and their employees;
2. MCSA staff, including all employees of MCSA individual members; and
3. MCSA Contact Person as listed in *Section 3.2 MCSA Contact Person*.

The integrity of the RFP process is very important to MCSA in the administration of its business affairs, in its responsibility to the residents of Hamilton County, and to bidders who participate in the process in good faith. Behavior by bidders that violates or attempts to manipulate the RFP process in any way is taken very seriously.

Examples of unauthorized communications are:

1. Telephone calls;
2. Prior to the award being made, letters and faxes regarding the project or its evaluation made to anyone other than MCSA Contact Person as listed in *Section 3.2 MCSA Contact Person*;

3. Visits in person or through a third party attempting to obtain information regarding the RFP; and
4. E-mail except to MCSA Contact Person as listed in *Section 3.2 MCSA Contact Person*.

### **3.5 Bidder Disclosures**

Bidder must disclose any pending or threatened court actions or claims brought by or against bidder, parent company or subsidiaries. Bidder must also disclose all judgments taken against bidder. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause to reject the proposal.

### **3.6 Bidder Examination of the RFP**

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

If bidders discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify MCSA Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to *Section 3.7 Addenda to RFP*. Clarification shall be given by fax or e-mail to all parties who registered without divulging the source of the request for same.

If a bidder fails to notify MCSA prior to when questions are due of an error in the RFP known to bidder, or of an error that reasonably should have been known to bidder, bidder shall submit its proposal at bidder's own risk. If awarded the Agreement, bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **3.7 Addenda to RFP**

MCSA may modify this RFP no later than 5:00 pm, July 6, 2007 by issuance of one or more addenda to all parties who registered for the RFP.

In the event modifications, clarifications, or additions to the RFP become necessary, all bidders who registered for the RFP will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, MCSA Contact Person, or designee, will be responsible for contacting only those bidders who registered for the RFP as described in *Section 3.3 Bidders Conference*.

### **3.8 Availability of Funds**

This RFP and any resulting Agreement are conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process may be modified or canceled. MCSA will notify bidders at the earliest possible time if this occurs. MCSA is under no obligation to compensate bidders for any expenses incurred as a result of the RFP process.

## **4.0 SUBMISSION OF PROPOSAL**

### **4.1 Preparation of Proposal**

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

All proposals are a matter of public record. Bidder acknowledges that each individual member of MCSA is a governmental entity that is required to comply with the Ohio Public Records Act as set forth in ORC 149.43. If any individual member of MCSA is required by law to disclose any material or information submitted as part of a proposal, it will use its best efforts to notify bidder prior to such disclosure. In the event that bidder provides MCSA with any material or information which bidder deems to be subject to exemption under the Ohio Public Records Act, bidder shall clearly identify and mark each such document accordingly before submitting them to MCSA. If MCSA is requested by a third party to disclose those documents which are identified and marked as exempt from disclosure under Ohio state law, MCSA will notify bidder of such fact. Bidder shall promptly notify MCSA, in writing, that either 1) MCSA is permitted to release these documents, or 2) Bidder intends to take immediate legal action to prevent its release to a third party. A failure by bidder to respond within five (5) business days shall be deemed permission to MCSA to release such documents.

### **4.2 Proposal Cost**

The cost of developing proposals is the responsibility of bidder and shall not be chargeable to MCSA under any circumstances. Bidder must certify that the proposal and pricing shall remain in effect for a minimum of 180 days after the proposal submission date. All materials submitted in response to the RFP shall become the property of MCSA and may be returned only at MCSA option and at bidder's expense.

### **4.3 False or Misleading Statements**

Proposals which contain false or misleading statements or references may be rejected. If, in the opinion of MCSA, such information was intended to mislead MCSA in its evaluation of the proposal, the proposal shall be rejected.

#### **4.4 Bidder Representative's Signature**

The proposal shall be signed by an individual who is authorized to contractually bind bidder. The signature must indicate the title or position the individual holds in the agency or company. Agencies or companies which sign Agreements with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by MCSA. Any and all unsigned proposals shall be rejected.

In submitting a proposal, bidder affirms all statements contained in the proposal are true and accurate.

#### **4.5 Delivery of Proposals**

One (1) signed original proposal and ten (10) copies of the entire written proposal must be received by MCSA Contact Person at the address listed in *Section 3.2 MCSA Contact Person* no later than 11:00 a.m. EST on July 25, 2007. Proposals received after this date and time shall not be considered. A receipt shall be issued for all proposals received. No telegraphic, facsimile, or telephone proposals will be accepted. If mailed, bidder should use certified or registered mail, UPS, or Federal Express with return receipt requested.

It is absolutely essential that bidders carefully review all elements in their final proposals. Once the deadline has passed proposals cannot be altered; however, MCSA reserves the right to request additional information for clarification.

#### **4.6 Acceptance and Rejection of Proposals**

MCSA reserves the right to award an Agreement or reject any or all proposals, or any part thereof.

The recommendation of MCSA Review Committee and the decision by MCSA Director shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse bidder from full compliance with its specifications if bidder is awarded the Agreement.

#### **4.7 Evaluation and Award of Agreement**

##### **Preliminary Proposal Review**

The review process shall be conducted in four stages.

- **Stage 1.** A preliminary review to ensure the proposal materials adhere to the minimum requirements (and mandatory conditions) specified in the RFP. Proposals which meet Stage 1 requirements described below will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.



- **Stage 2.** A thorough review of proposals by Review Committee. Qualified proposals will be given a preliminary score, in accordance with the review process.
- **Stage 3.** Review of additional materials, such as references, and, if necessary as determined by Review committee, oral presentations, demonstrations, and/or written clarification. Preliminary scores will be modified, as appropriate, based on this additional information.
- **Stage 4.** Compilation of scores, and determination of winning proposal.

Although it is hoped and expected that a CCA will be selected as a result of this process, MCSA reserves the right to discontinue the procurement process at any time.

### **1. Stage 1 Preliminary Review**

Qualified proposals in response to the RFP must meet the following requirements:

1. Timely Submission - The proposal is received at the address designated in the RFP no later than July 25, 2007 at 11:00 a.m. EST and according to instructions. Proposals mailed but not received at the Mental Health and Recovery Services Board by the specified date shall be deemed Non-Qualified and shall not be considered.
2. Signed Cover Sheet.

Proposals must meet the first stage review submission requirements to be deemed qualified for Stage 2 review.

### **2. Stage 2 Review**

All qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be composed of MCSA staff and/or others at the discretion of MCSA.

Review Committee shall evaluate each bidder's proposal and their responses to the questions identified in *Section 2.3 Scope of Service Questions*, and any additional submitted materials using criteria developed by the MCSA. Ratings will be compiled using a Review Committee Rating Sheet.

Responses to each section will be evaluated and ranked using the following scale:

***Inadequate or Unacceptable***

Bidder did not respond to the questions or the response reflects no understanding of the requirements.

***Minimally Acceptable***

Bidder demonstrates minimal requirements, but does not provide adequate detail or reflects more deficits than strengths.

***Good***

Bidder's response reflects a solid understanding of the issues and satisfies all the requirements.

***Excellent***

Bidder's response is complete and exceeds requirements.

At the end of Stage 2, a preliminary ranking of bidders will be conducted, based solely on the scoring from this stage.

**3. Stage 3 Additional Materials**

Review Committee members will determine what additional or clarifying information is required to complete the review process. Review Committee may request information from sources other than the written proposal to evaluate bidder's programs or clarify bidder's proposal. Such sources of information are the following:

- Written responses from bidder to clarify questions posed by Review Committee. Such information requests by Review Committee and bidder's responses must always be in writing;
- Reference checks;
- Oral presentations. If MCSA determines oral presentations are necessary, the presentations will be focused to ensure all MCSA' interests or concerns are adequately addressed. MCSA reserves the right to record the presentations. Bidder representatives must include key personnel, who will make the primary presentation in person or by conference call, as determined by MCSA;
- Consideration of bidder's history and experience in providing similar services; and
- Consideration of bidder's financial condition.

All information obtained during Stage 3 will be evaluated using the following criteria:

- ***Inadequate or Unacceptable***
- ***Minimally Acceptable***

- **Good**
- **Excellent**

The results of Stage 2 and 3 will be combined.

#### **4. Stage 4 Evaluation**

After Stage 2 and 3 are completed, final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

1. Program Evaluation and Section 2.3.1 Questions (Worth 40% of the total evaluation score)
2. System Evaluation and Section 2.3.2 Questions (Worth 20% of the total evaluation score)
3. Fiscal Evaluation, Section 2.3.3. Questions, Cost Analysis & Project Budget (Worth 40% of the total evaluation score)

#### **4.8 Proposal Selection**

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

1. All proposals will be evaluated in accordance with *Section 4.7 Evaluation & Award of Agreement*. The proposal is rated based on the criteria in the RFP.
2. Based upon the results of the evaluation, MCSA will select a bidder for the service who it determines to be the most responsive and responsible bidder, with price and other factors considered.
3. MCSA works with selected bidder to finalize the details of the Agreement using *Exhibit 2 – Form of Agreement to be executed between MCSA and CCA*.
4. If MCSA and bidder are able to successfully finalize the Agreement, MCSA will award bidder a contract.
5. If MCSA and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by the MCSA, MCSA will terminate Agreement discussions with bidder. In such event, MCSA reserves the right to select the next bidder from the bid process, cancel the RFP or reissue the RFP if it is deemed necessary.

## 5.0 Terms and Conditions

The contents of the RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if an Agreement ensues. Award of Agreement is conditioned upon acceptance of these obligations.

### 5.1 Type of Agreement

The evaluation of proposals submitted in response to this RFP may result in an Agreement. Such Agreement shall at a minimum contain the terms and conditions set forth in *Exhibit 2 - Form of Agreement to be executed between MCSA and CCA*.

### 5.2 Agreement Period, Funding & Invoicing

An Agreement will be written for a period of two (2) years. The Agreement will automatically renew for one (1) additional two (2) year term, unless MCSA gives written notice ninety (90) days prior to the expiration of the Agreement of its intention not to renew. Renewal will be contingent upon compliance with the Agreement terms and conditions including, but not limited to achievement of performance measures, cost containment, and the availability of funds.

#### COMPENSATION

1. Case Rate – CCA's Case Rate shall be paid to CCA for each Enrolled Youth per day beginning on the day of enrollment and ending on the day of disenrollment. A quarterly reconciliation of the days paid for each Enrolled Youth and actual enrolled days shall be performed within 90 days of the end of the quarter. An increase to the Case Rate of 2% per year may be allowed providing the Consumer Price Index for Cincinnati-Hamilton, OH-KY-IN shows an increase for at least that percentage and this increase must be included in the project budget as described in *Section 2.6 Cost of the Proposed Services. Exhibit 4 – Historical Revenue and Expense Information* sets forth information about past expenses which may be useful in preparing the Case Rate.
2. Fee-for-Service - For each Fee-for-Service Enrolled Youth, MCSA shall provide an estimated payment per Enrolled Youth day, and the estimated amount paid shall be reconciled to the amount actually expended by CCA on a quarterly basis. Over or underpayment shall be reconciled annually, or within 45 days of written request of MCSA.
3. Care Coordination – Care Coordination shall be compensated at a flat rate on a monthly basis. The Care Coordination compensation is based on the Agreement Budget and not on actual expenses. The amount of the Care Coordination compensation is calculated in *Exhibit 5 – Agreement Budget*

as the amount of the Salaries and Benefits of the Care Coordinators and their direct supervisors less the amount of Medicaid revenue to be paid directly to CCA by MHR SB.

4. Administration – Administration shall be compensated at a flat rate on a monthly basis. The Administrative Compensation is based on the Agreement Budget, not the actual expenditure amount. The budgeted amount for Administrative Expenses (total expenses excluding Direct Care and Care Coordination) shall not exceed 12% of Total MCSA Cost as shown on *Exhibit 5 - Agreement Budget*.
5. Medicaid Targets - CCA is responsible for monitoring MHR SB Medicaid use for all Enrolled Youth. MHR SB Medicaid Target is set for all Enrolled Youth MHR SB Medicaid claims from any Provider. MHR SB will provide reports, a minimum of quarterly, summarizing the amount of Medicaid being paid for Enrolled Youth. If the Medicaid local match expended on Enrolled Youth (approximately 40% of total paid) is less than the Medicaid Target CCA shall receive a compensatory payment for the amount of Medicaid match less than the target.
6. Payments for Medicaid services provided by CCA to Medicaid eligible Enrolled Youth – Reconciliation for the local match portion of Medicaid payments made directly to CCA will be reconciled as described in *Section 5.2.5 –Medicaid Targets*.
7. JFS Custody Placement Costs – MCSA may determine the costs for the placement of Enrolled Youth in the custody of JFS will need to be paid directly to Providers by JFS. If this is the case the structure of the payment and reconciliation will be similar to the MHR SB Medicaid described in Section 5.2.5 – Medicaid Targets above.
8. Other Compensation Issues
  - a. AWOL – CCA will not be compensated for AWOL Enrolled Youth beginning the day after the AWOL begins and ends the day the Enrolled Youth is located or 30 days after the AWOL began. AWOL youth will disenroll after 30 days in AWOL status or sooner if Treatment Team requests disenrollment. Some care coordination services may be required to assist with locating youth or to coordinate family needs during the AWOL period.
  - b. Savings - In the event CCA provides services to Enrolled Youth at a cost less than the total revenues including but not limited to: Case Rate, Administration, Medicaid, First and Third Party Insurance, or any other revenues paid by MCSA or other entities for the services of this Project, CCA shall return to MCSA revenues over expenditures greater than the percentage stipulated in Section 5.2.9.
9. Invoices - CCA shall invoice JFS on a monthly basis within 30 days of the end of the service month for each Enrolled Youth for that month. Invoices

for Case Rate payment will include the per day amount by Enrolled Youth. Enrolled Youth with Fee-for-Service payment structure shall be invoiced at the estimated per day cost. Administration and Care Coordination shall be invoiced at 1/12th of the annual Agreement Budget amount. JFS shall reimburse CCA within thirty (30) days of receipt of an invoice except as precluded by December and January Hamilton County accounting and purchasing system activity dates outside of JFS control.

10. Reconciliation - MCSA and CCA shall reconcile actual expenses compared to Agreement Budget on a quarterly basis. Reconciliation shall include actual enrolled days for each Enrolled Youth.

Any excess of revenue over expenses realized by CCA from this project shall be limited and in compliance with federal and state guidelines. This will be limited to 2% to 3% of allowable direct and indirect costs, over each two (2) year Agreement term<sup>8</sup>. Repayment of excess profits will be paid at the end of the Agreement term, or within 45 days of written request of MCSA.

CCA will provide support to MCSA for tracking payments, federal funds, reconciliations, and other financial activity as needed.

### **5.3 Confidential Information**

MCSA and CCA are required to maintain the confidentiality of Enrolled Youth. The sharing of client information with MCSA business partners and Providers is governed by numerous laws, regulations, policies and procedures. The governing requirements were developed to ensure confidentiality is maintained and appropriate security procedures are implemented and followed to address the exchange of information.

As a means of ensuring the confidentiality of client information, all data exchanged by e-mail which is outside of MCSA e-mail network will be transmitted in a manner that meets all MCSA confidentiality requirements.

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<sup>8</sup> OAC 5101:9-4-07(F)(2). County family services agencies and workforce development agencies will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed, except that government entities are prohibited by law from receiving a profit. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne, by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

# MCSA RFP

## Exhibit 1 – Definitions & Acronyms

**Administration Expenses** - As set forth in *Exhibit 5 - Agreement Budget* Administration excludes expenses for Care Coordination and Direct Services.

**Agreement Budget** - The budget for CCA and MCSA, *Exhibit 5 – Agreement Budget*, documenting the approved expenses/Case Rate levels for services provided in this Agreement.

**Annual Performance Indicators Report** - The evaluation activities conducted by MCSA or its designee and CCA to assess CCA effectiveness in meeting the standards set forth in *Exhibit 3 – Performance Outcomes and Indicators*. May also include performance measures included in the Operations manual.

**AWOL** - For Enrolled Youth living in an In-home placement, AWOL is absent without leave for 24 hours. For Enrolled Youth in Out-of-home Placement, AWOL is defined by ODJFS and JFS rules.

**BCII** – Bureau of Criminal Indemnification and Investigation.

**BMV** – State of Ohio Bureau of Motor Vehicles.

**BOCC** – Board of County Commissioners, Hamilton County, Ohio.

**CARF** – Commission on Accreditation of Rehabilitation Facilities.

**CCA** - Care Coordination Agency.

**CCA Agreement** – The Agreement between CCA and MCSA.

**Care Coordination Expense** - As set forth in *Exhibit 5 – Agreement Budget*, salaries and benefits of Care Coordinators and their direct supervisors.

**Care Coordinator** - A CCA employee who meets ODMH and MHR SB standards for providing Community Psychiatric Support Treatment (CPST). All CCA Care Coordinators shall be supervised by a Master’s level clinician.

**Case Rate** – A per Enrolled Youth, per day amount that MCSA pays to CCA for the purchase of Direct Services for children.

**CFR** – Code of Federal Regulations.

**COA** – Council on Accreditation.

**CPST** - Community Psychiatric Support Treatment, as defined in OAC 5122-29-17, refers to outcome focused, needs based activities which assist families and children by locating, coordinating and monitoring care and services related to treating a diagnosed mental health condition.

**Critical Incident** - Incident requiring immediate notification to MCSA by CCA due to danger to Enrolled Youth or to others. Types of Critical Incidents include but are not limited to: AWOL, suicidal behaviors, hospitalization, self-mutilation/self-assault, assault on others, other dangerous behavior, alleged neglect, alleged physical abuse, alleged sexual abuse, victim of neglect, victim of physical abuse, victim of sexual abuse, disruptive and/or defiant behaviors, homicidal behaviors, use of illicit drugs/alcohol while in treatment, abuse of over the counter medications or toxic substances while in treatment, any physical restraint/seclusion, medication error.

**Deliverables** - Any document, paperwork, report, communication, information and services to be provided pursuant to this Agreement.

**Diagnostic Assessment** - Mental Health Assessment as defined by OAC 5122-29-4.

**Direct Services** - Services provided directly to Enrolled Youths through Provider contracts or Medicaid.

**Enrolled Youth** - Youth referred to CCA by MCSA and enrolled according to the criteria and procedures established in *Operations Manual*.

**FFS** - Fee-for-Service. Fee-for-Service provides direct cost reimbursement for all services provided for the Enrolled Youth. Fee-For-Service eligibility is determined solely by the MCSA and is based on cost of services, location of placement, age of youth, and prognosis concerning ability to return to the community or a lower level of care. CCA is responsible for management of the overall Fee-For-Service budget.

**HIPAA** - Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, effective August 21, 1996.

**Individualized Wraparound Planning** - Wraparound is a philosophy of care that includes a definable planning process involving the child and family that results in a unique set of community services and natural supports individualized for that child and family to achieve a positive set of outcomes. See RFP section 1.3.A. For additional information on wraparound, see [www.rtc.pdx.edu/nwi](http://www.rtc.pdx.edu/nwi).



**In-home Placement** – An unpaid living arrangement in a non-institutional setting, for example living with family, relatives, or friends.

**JCAHO** – Joint Commission on Accreditation of Healthcare Organizations.

**JFS** – Hamilton County Department of Job and Family Services.

**Juvenile Court** – Hamilton County Juvenile Court.

**MACSIS** - Multi Agency Community Service Information System. Ohio date tracking and billing system for ODMH, MHR SB, and ODADAS.

**Material Breach** - An act or omission by a party which violates or contravenes an obligation required of the party under this Agreement and which, by itself or together with one or more other “breach(es)”, has a substantial negative effect on, or thwarts, the purpose of the Agreement. “Material Breach” shall not include an act or omission which is merely a technical or immaterial variation from the form of the Agreement, or which has a trivial or negligible effect on price, quality, quantity, or delivery of the goods or services to be provided under this Agreement, to the extent that in the opinion of the non-breaching party such “technical or immaterial variation” does not rise to the level of “Material Breach” when viewed in light of the breaching party’s overall conduct under this Agreement.

**MCSA Financial Manager** - MCSA representative who oversees invoicing, evaluates cost effectiveness, researches alternative funding streams, assists MCSA agencies in achieving cost effective service planning mechanisms, reviews budgets, reconciles payments, etc. MCSA Financial Manager collaborates with MCSA systems and other possible funders to link service data, study the child population in Hamilton County and encourage further system collaboration in service planning activities.

**MCSA Director** - MCSA representative who oversees the implementation of this Project and collaborates with CCA and MCSA Director Board, staff, Providers, stakeholders to ensure system outcomes are met. MCSA Director is the primary point of contact for CCA to resolve barriers and collaborate with systems to achieve successful outcomes. MCSA Director ensures adequate representation/participation in project planning/implementation from MCSA systems and evaluates CCA’s performance.

**MCSA Oversight Committee** - Representatives from MCSA who review cases, assign cases to CCA, collaborate with stakeholders and CCA to monitor referral and service utilization trends, achieve cost effectiveness, and review progress in meeting project goals and implementing guiding principles.

**Medicaid** - Total of all Ohio Medicaid provided to Enrolled Youth for Behavioral

Health services paid by the MHRSB including Federal Financial Participation (Medicaid FFP) and local match. The Medicaid local match and Medicaid FFP are based on the current Federal Medical Assistance Percentage (FMAP) for Ohio as published in the Federal Register.

**Medicaid Target** – As set forth in *Exhibit 5 – Agreement Budget* the amount of Medicaid local match to be used for Medicaid eligible services for Medicaid eligible Enrolled Youth from any Provider and the CCA.

**MEPA** – Multi Ethnic Placement Act.

**MHRSB** – Mental Health and Recovery Services Board of Hamilton County.

**MRDD** – Mental Retardation and Developmental Disabilities Board of Hamilton County.

**Multi-System Youth** - Child or young adult involved with at least two (2) MCSA agencies.

**OAC** - Ohio Administrative Code, including any amendments thereto.

**ODADAS** - Ohio Department of Alcohol and Drug Addiction Services.

**ODMH** - Ohio Department of Mental Health.

**ODMRDD** - Ohio Department of Mental Retardation and Developmental Disabilities.

**Ohio Scales** - ODMH Consumer Outcomes Initiative.

**ORC** - Ohio Revised Code, including any amendments thereto.

**Operations Manual** - Manual adopted by the MCSA, including any amendments and modifications thereto, which sets forth the policies and procedures of the MCSA.

**Out-of-home Placement** – Paid living arrangement status governed by ODJFS, ODMRDD, ODMH and/or ODADAS licensing rules such as foster care, group home, residential treatment, and independent living.

**Performance Indicators** - Standards for CCA performance described in *Exhibit 3 – Performance Outcomes and Indicators* and others as may be defined in the Operation Manual.

**Permanency** - Permanent living arrangement in an In-Home Placement where the legal custody of the Enrolled Youth is with the family, relative, or friend.

**Provider** - Entity, organization or individual which contracts with CCA to deliver Direct Services to Enrolled Youth.

**Provider Contract** - Contract between CCA and a Provider for the provision of Direct Services to Enrolled Youth.

**Review Committee** - Group of individuals who will evaluate and recommend bidder whose proposal is most advantageous to the program, as a part of RFP process.

**Treatment Plan** - The individualized plan of care to guide treatment and interventions for Enrolled Youth which will be developed by the Treatment Team which shall encompass the Individual Service Plan from schools, treatment goals, principals of wraparound, transition planning, individual crisis intervention plans, physical health care plans, and any other therapeutic or community based individual or family plans.

**Treatment Team** - A team of individuals who know the Enrolled Youth and family best and are willing to work together to develop and implement a plan of care which incorporates permanency, stability, community based care, and plan effective transitions.

## **EXHIBIT 2: AGREEMENT FOR PROVISION AND MANAGEMENT OF SOCIAL SERVICES TO SELECTED HAMILTON COUNTY YOUTH**

This Agreement is entered into on \_\_\_\_\_, 2007 by and between the following public entities: Board of County Commissioners (“BOCC”), Hamilton, County, Ohio on behalf of Hamilton County Department of Job and Family Services (“JFS”) and Hamilton County Juvenile Court (“JC”); Hamilton County Board of Mental Retardation and Developmental Disabilities (“MRDD”); and Hamilton County Mental Health and Recovery Services Board (“MHR SB”); collectively referred to as the Multi County System Agencies (“MCSA”) and \_\_\_\_\_ **Care Coordination Agency (“CCA”)**.

### **RECITALS**

WHEREAS, MCSA was formed in 2002 to continue the work begun by the Hamilton County Family and Children First Council in 1995 to develop, implement, purchase, monitor and evaluate for effectiveness specified services for Multi-System Youth and families using a pooled funding arrangement.

WHEREAS, MCSA and CCA desire to coordinate their efforts and combine resources to strengthen families, reinforce protective factors, reduce long term Out-of-home Placement risk factors, and improve the quality and scope of social services to Multi-System Youth;

WHEREAS, MCSA and CCA also desire to implement a system of administering and delivering social services to Multi-System Youth, whereby MCSA achieves budget predictability and cost effectiveness and CCA achieves quality enhancements and cost efficiencies through offering services to families at key time periods; reinforcing permanency and concurrent planning for Enrolled Youth; identifying and utilizing family strengths and resources; and delivering, managing, and accessing resources and services, as defined herein, provided to such Multi-System Youth (the “Project”).

### **INTRODUCTION**

This Agreement, including this Introduction, Guiding Principles, the Definitions, all Exhibits (*RFP Exhibit 1, Definitions & Acronyms, RFP Exhibit 3, Performance Outcomes & Indicators, RFP Exhibit 5 Agreement Budget, and Operations Manual*) copies of which are attached and incorporated by reference herein) the RFP and the CCA’s Response to the RFP; collectively, the “Agreement”, embodies the entire agreement between MCSA and CCA.

### **DEFINITIONS & ACRONYMS**

(*RFP Exhibit 1 – Definitions & Acronyms* will be inserted here)

### **SCOPE OF SERVICES**

(*RFP Section 1.3 – Scope of Services* will be inserted here)

### **CCA REQUIREMENTS**

(RFP Section 1.4 – CCA Requirements will be inserted here)

## **START UP & REPORTING REQUIREMENTS**

(RFP Section 1.5 Start Up & Reporting Requirements will be inserted here)

### **1) ORDER OF PRECEDENCE**

The Agreement and all Exhibits are intended to supplement and compliment each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibits. In the event there is an inconsistency between the Exhibits, the inconsistency will be resolved in the order in which the Exhibits appear below:

- A. Request for Proposals for Care Coordination & Wraparound Services for Multi-System Youth, dated June 7, 2007 (Exhibit )
- B. Operations Manual (Exhibit \_\_)
- C. Agreement Budget (Exhibit \_\_)
- D. CCA’s Proposal dated \_\_\_\_\_ (Exhibit \_\_)

### **2) TERMS, COMPENSATION AND MISCELLANEOUS PROVISIONS**

#### **A. TERM**

(RFP Section 5.2 - Agreement Period, Funding & Invoicing will be inserted here)

#### **B. COMPENSATION**

(RFP Section 5.2 – Agreement Period, Funding & Invoicing will be inserted here)

#### **C. NO REJECT/NO EJECT (DISCHARGE CRITERIA/PLANNING)**

CCA shall maintain a “No-Reject/No-Eject” policy in which CCA may not decline or refuse to accept an Enrolled Youth for services under this Agreement.

Providers, however, are only required to admit those Enrolled Youth who meet the admission criteria established in their respective Provider Contracts. See *Exhibit 1 - Operations Manual* for additional information.

### **3) OUTCOME STANDARDS/PERFORMANCE BENCHMARKS**

Performance outcome standards are set forth in *RFP Exhibit 3 – Performance Outcomes & Indicators*. CCA shall provide an annual report detailing their success in achieving these outcome standards. MCSA reserves the right to conduct an Annual Program Evaluation of CCA which may include, but is not limited to: record reviews, service utilization reviews, face to face interviews with staff or Enrolled Youth, and other evaluation related activities to assess the overall effectiveness of the Project. Any decision in relation to whether CCA has met a standard

as described in *RFP Exhibit 3 – Performance Outcomes & Indicators* is based upon the sole opinion of MCSA.

#### **4) DUPLICATE BILLING**

CCA warrants that claims made to MCSA for payment for services provided shall be for services rendered to Enrolled Youth and do not duplicate claims made by CCA to other sources of public or private funds for the same service.

#### **5) AVAILABILITY AND RETENTION OF RECORDS**

CCA agrees all records, documents, writing or other information, including but not limited to, financial records, census records, Enrolled Youth records and documentation of legal compliance with OAC rules, produced by CCA under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and Enrolled Youth used by CCA in the performance of this Agreement are treated according to the following terms:

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to MCSA by CCA, along with copies of all Deliverables submitted to MCSA pursuant to this Agreement, shall be retained and made available by the CCA for inspection and audit by MCSA, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Ohio Auditor of State, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Agreement. If an audit, litigation or other action is initiated during the time period of this Agreement, the CCA shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. CCA agrees it shall not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of MCSA. CCA further agrees to maintain the confidentiality of all Enrolled Youth and families served. No information on Enrolled Youth, in any form, shall be released for any purpose without the express written consent of MCSA.
- C. CCA agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- D. Records must be maintained for all services provided by this Agreement and all the expenses incurred in the operation of the programs described herein. When applicable, service and expenses for which there is no proper documentation shall not be reimbursed, and overpayments shall be recovered through the audit process.

#### **6) OPERATIONS MANUAL**

CCA shall be provided with Exhibit     , Operations Manual, which includes, but is not limited to, referral procedures, grievance procedures, AWOL notifications, and other day to day procedures which CCA agrees to adhere to in performing the services required by this Agreement. CCA shall be notified, in writing, no less than thirty days prior to the effective date of any change to the Operations Manual. Notwithstanding the above, any change in the Operations Manual which is the result of a change in a law, rule or regulation shall be effective on the earlier of: i) the thirty day notice period referenced above, or ii) the effective date of the law, rule or regulation.

## **7) PROVIDER MANAGEMENT**

- A. CCA shall maintain and ensure there are sufficient numbers of Providers in appropriate locations to deliver Direct Services to satisfactorily meet the needs of Enrolled Youth. Providers must be capable of providing timely, accessible, cost-effective services for Enrolled Youth and of implementing creative solutions for gaps in the service system.
- B. CCA shall enter into a Provider Contract with each Provider. CCA shall make available to MCSA copies of all Provider Contracts. CCA represents that, unless otherwise consented to in writing by MCSA, the Provider Contract shall contain the following, or substantially similar, terms:
  - 1. Provider shall represent and warrant Provider is, and for the duration of the agreement shall remain, duly licensed or certified in accordance with the laws of the state(s) in which the Provider practices. Provider shall agree to notify CCA immediately if its license or certificate to practice is restricted, suspended, revoked or otherwise terminated.
  - 2. Provider shall agree to obtain and maintain throughout the term of such agreement, at Provider's sole expense, insurance with the same coverage as required of CCA. (See Section     ). Notwithstanding the above, Provider's coverage shall include endorsements for sexual abuse and physical abuse and shall endorse as additional named insured "The MCSA and each individual agency of the MCSA, the Board of County Commissioners of Hamilton, County, Ohio and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement on the commercial general, and business auto liability policies." If CCA contracts with a Provider who cannot obtain such insurance, CCA agrees to endorse such Provider as an additional named insured and notify MCSA of such endorsement.

Notwithstanding the above, Out-of-home Placement Providers must obtain insurance with the same coverage as the CCA, unless CCA and MCSA agree to waive such insurance requirements. No such waiver shall be effective unless approved in writing.

- 3. Out-of-home Placement Providers shall agree to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for

children in placement, which include but not limited to, OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of any health care documentation shall be maintained in Provider's case file and be supplied to CCA upon receipt by Provider. CCA shall supply a copy of health care documentation, or require Provider to supply a copy, to MCSA referring agency.

4. Out-of-home Placement Providers shall agree to assist MCSA in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-39-08.2.
5. CCA and Provider shall agree to comply with all applicable federal, state and local laws including, but not limited to, those regarding the confidentiality of medical/health records, mental health records, drug and alcohol addiction treatment records, and HIPAA.
6. Provider shall represent and warrant that its employees and volunteers have never been convicted of any felony or misdemeanor, has never entered a plea of guilty or *nolo contendere* ("no contest") to any criminal charge, nor been disciplined in any manner by any licensing agency or professional board or organization for professional incompetence or misconduct.
7. Provider shall agree to participate in and comply with the requirements of MCSA and CCA quality management and to observe and comply with all other protocols, policies, guidelines and programs established by MCSA and CCA.
8. Provider shall agree to comply with record checks of employees and volunteers as required of CCA. (See Section 36 Screening and Selection).
9. Provider shall agree to ensure any employees, volunteers or students who transport Enrolled Youth have a current, valid driver's license and, if using their own private vehicle, auto liability insurance. Provider shall agree to have auto liability insurance for any Provider vehicles used to transport Enrolled Youth.
10. Provider may subcontract when necessary to provide services of the quantity and quality specified in its Provider Contract, but shall agree to do so only with prior written approval of CCA. Upon receipt of such approval, Provider agrees it shall require its subcontractor(s) to comply with all the obligations of a Provider as required in                      herein, unless specifically waived by CCA in writing.
11. Provider shall agree to provide, as a normal and necessary part of the services to be performed under its Provider Contract with CCA, expert and/or other testimony at the request of MCSA, in the Hamilton County Juvenile Court or such other courts as MCSA may indicate from time to time. Such testimony may involve, but shall not necessarily be limited to: (i) the emotional or mental state of Enrolled Youth; (ii) evaluations of Youth after treatment; (iii) prognosis for future change, improvement, or deterioration; (iv) issues regarding removal of youth from parents' home or from



court-ordered placement; (v) present and projected parenting ability; (vi) issues involved with termination of visitation or contact with parents or other persons; and (vii) ultimate custody issues. Provider shall agree to be reasonably available for consultation, in person, by telephone, or in writing with the assigned attorney and case manager(s), for purposes of preparing testimony prior to trial.

12. Provider is required to make an immediate verbal report of all Critical Incidents to CCA and MCSA designee. Provider must submit a written report of the Critical Incident within twenty-four (24) hours of the occurrence to CCA and MCSA Referral Agent. This reporting does not substitute for any other required reporting, for example 241-kids if abuse, neglect, or dependency is suspected. Critical Incidents include but are not limited to: AWOL, suicidal behaviors, hospitalization, self-mutilation/self-assault, assault on others, other dangerous behavior, alleged neglect, alleged physical abuse, alleged sexual abuse, victim of neglect, victim of physical abuse, victim of sexual abuse, disruptive and/or defiant behaviors, homicidal behaviors, use of illicit drugs/alcohol while in treatment, abuse of over the counter medications or toxic substances while in treatment, any physical restraint/seclusion, medication error.

Such written notice should be sent to CCA, MCSA Director or designee, and should include the following: date and time of the incident; Provider name and location; level of care; type of incident; whether the Critical Incident was resolved; whether Provider has taken all necessary steps; and whether Enrolled Youth returned to current placement.

13. Provider shall agree to inform CCA whenever anyone reports abuse, neglect or dependency of an Enrolled Youth by Provider or an employee, volunteer, student or agent of Provider. CCA shall assure Providers have made the necessary reports to JFS (241-kids).
14. Out-of-home Placement Providers will comply with all policies of JFS including but not limited to the Notice To Foster Parents Concerning Hamilton County's Initiative To Do Daily Cross Checks Of Criminal Arrest Records, see *Exhibit 2A*.
15. Out-of-home Placement Providers shall comply with the Multi Ethnic Placement Act [MEPA].<sup>1</sup>
16. Provider shall agree that its contract can be assigned to MCSA, any of its individual members or their designee(s) for a period of time no less than 9 months subsequent to the termination or expiration of this Agreement.

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<sup>1</sup> The Small Business Job Protection Act (Public Law (P.L.) 104-188, the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), and Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act (the Act), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Social Security Act (the Act) (42 U.S.C. 671(a)), and 45 CFR 1356.  
RFP Exhibit 2 - Form of Agreement to be executed between MCSA and CCA

17. Provider shall warrant and represent its price for services is the lowest price currently being offered to governmental and/or administrative entities for the same or comparable goods or services being provided by such Provider in the states of Ohio, Kentucky and Indiana. Provider shall warrant and represent that if, any time during their term of the contract a lower price for the same or comparable goods or services, being provided by such Provider in the states of Ohio, Kentucky and Indiana, is offered to another governmental entity and/or administrative entity, such lower price shall be passed through to CCA. Provider further represents it shall provide written notice to CCA when a lower price than that set forth in the Provider Contract for the same or comparable goods or services is offered to another governmental entity or and/or administrative entity.

C. CCA agrees the monitoring of Provider compliance with Provider Contract terms and conditions including but not limited to law enforcement record checks, driving record checks, and insurance requirements are the sole responsibility of Provider. MCSA reserves the right to review all records and documentation of Provider as a part of CCA Agreement compliance review.

## **8) FIRST AND THIRD PARTY PAYMENTS**

1. CCA shall have an internal policy regarding first and third party payments which complies with MHR SB requirements for Providers. This policy shall govern any services which could have been billed to MHR SB if the Enrolled Youth and/or family were Medicaid eligible.
2. CCA shall have a written policy concerning private insurance which may be combined with the internal policy document described above which meets the requirements of MHR SB as a MHR SB Provider.
3. For non-MHR SB services CCA shall, to the extent possible, utilize whatever payment policy is in place by the MCSA individual member or its governing body which licenses, certifies, and contracts with that particular Provider. For example, if the Provider is an MRDD provider the payment policy would be the same as if the Enrolled Youth were referred directly by MRDD. This requirement is intended to facilitate disenrollment from CCA to ongoing services.

## **9) NO ASSURANCES**

CCA acknowledges, by entering into this Agreement, MCSA is not making any guarantees or other assurances as to the extent, if any, MCSA shall utilize CCA's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts CCA from obtaining and working under additional contractual arrangement(s) with other parties, assuming the contractual work in no way impedes CCA's ability to perform the services required under this Agreement. CCA warrants that at the time of entering into this Agreement, it has no interest

in nor shall it acquire any interest, direct or indirect, in any contract that shall impede its ability to provide the goods or perform the services under this Agreement.

#### **10) NON-EXCLUSIVE**

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

#### **11) CONFLICT OF INTEREST**

CCA has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a MCSA employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. CCA shall report the discovery of any potential conflict of interest to MCSA. CCA further agrees there is no financial interest involved on the part of any employees or officers of MCSA or the BOCC involved in the development of the specifications or the negotiation of this Agreement.

#### **12) ASSIGNMENT AND SUBCONTRACTING**

Except in the case of Direct Services and as expressly provided for herein, the parties agree CCA shall not assign this Agreement without prior written approval of MCSA. CCA may not subcontract any of the services in this Agreement without the express written consent of MCSA. All subcontracts are subject to the same terms, conditions and covenants contained within this Agreement. CCA agrees it shall remain primarily liable for the provision of all Deliverables under this Agreement and it shall monitor any approved subcontractors to assure all requirements under this Agreement are being met.

#### **13) GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

#### **14) SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **15) TERMINATION**

- A. MCSA can terminate this Agreement for convenience by giving the CCA notice in writing no less than \_\_\_\_\_ days prior to the effective date of termination.

- B. In the event of a Material Breach of this Agreement by CCA, MCSA may terminate the Agreement with respect to CCA, upon 30 days prior written notice to CCA specifying the nature of the breach; provided, however, CCA shall have the opportunity to cure such breach within the 30 calendar day notice period. CCA agrees that, if it breaches the Agreement, MCSA may pay any monies due CCA into an escrow account. Without limiting the other remedies MCSA and each of its individual members may have in law or equity, the parties agree that MCSA can only deposit into the escrow account a good faith estimate of the amount of damages resulting from CCA's breach, including but not limited to the amount of monies erroneously or improperly paid under this Agreement.
- C. In the event of a Material Breach of this Agreement by MCSA, CCA may terminate the Agreement upon 120 calendar days prior written notice to MCSA specifying the nature of the breach; provided, MCSA shall have the opportunity to cure such breach within 60 calendar days of receiving such notice.
- D. MCSA may terminate the Agreement in writing without notice under any of the following circumstances:
1. CCA loses or fails to obtain required ODMH certification or licensure;
  2. Serious and imminent risk to the mental and/or physical health or safety of any Enrolled Youth, in the sole opinion of MCSA;
  3. Bankruptcy, dissolution, receivership of CCA or parent company, if applicable, or other court order which effectively removes CCA or parent company, if applicable from control of the services.
- E. CCA and MCSA may mutually agree to terminate this Agreement at any time.
- F. Upon termination of this Agreement for any reason, CCA shall provide reasonable cooperation in transitioning its responsibilities to MCSA and/or any other person or entity selected by it to assume administration of such responsibilities. CCA shall assign to MCSA requested Provider Contracts at the time of termination for a period of up to nine (9) months from the date of termination. MCSA shall not be liable to tender and/or pay to CCA any further compensation after the date of CCA's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by MCSA. Notwithstanding the above, CCA shall not be relieved of liability to MCSA for damages sustained by MCSA by virtue of any breach of the Agreement by CCA and MCSA may withhold any compensation to CCA for the purpose of off-set until such time as the amount of damages due MCSA from CCA is agreed upon or otherwise determined.

## **16) TRANSITION**

The parties shall work cooperatively to develop a Transition Plan to ensure continuity of services for Enrolled Youth in the event of termination or expiration of Agreement. MCSA shall prepare an initial draft of the Transition Plan not later than sixty (60) calendar days after this Agreement

is executed by all of the parties and the parties shall complete a final Transition Plan not later than one hundred twenty days (120) days after this Agreement is executed by all of the parties. The goals of the Transition Plan are to ensure continuity of care, to ensure safety of the Enrolled Youth and to not unnecessarily disrupt care for Enrolled Youth. The Transition Plan will include, at a minimum:

- A. Procedures for transitioning Enrolled Youth to other programs of care or other providers of similar services;
- B. Process for promptly assigning Provider Contracts;
- C. Procedures for sharing Enrolled Youth clinical data;
- D. Financial management (including, but not limited to, Medicaid and claim payment; payment of current invoices);
- E. Care management;
- F. Clinical care;
- G. Provider relations; and
- H. Quality assurance system oversight.

The final Transition Plan will be attached to and incorporated into this Agreement, as Exhibit     . The parties agree that each shall provide reasonable cooperation in the emergency transitioning of responsibilities to any other person or entity selected by MCSA to assume administration of such responsibilities.

## **17) COMPLIANCE**

CCA certifies that CCA and all subcontractors who provide direct or indirect services under this Agreement will comply with all requirements of federal, state and local laws and regulations, including but not limited to OMB Circulars A-133, 2 CFR 220, 2 CFR 215, 2 CFR 225, and 2 CFR 230, ORC rules, OAC rules, and other state laws and regulations, as applicable.

CCA accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the CCA's employees.

## **18) NON-DISCRIMINATION**

CCA certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the

Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Agreement, CCA shall not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. CCA shall take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CCA agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the CCA complies with all applicable federal, state and local non-discrimination laws and regulations.

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

#### **19) RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture with CCA in the conduct of the provisions of this Agreement. CCA shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on MCSA or BOCC.

#### **20) DISCLOSURE**

CCA hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest said CCA has with a County employee, employee's business, or any business relationship or financial interest that a County employee has with CCA or in CCA's business.

#### **21) WAIVER**

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

#### **22) NO ADDITIONAL WAIVER IMPLIED**

If MCSA or CCA fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

### **23) CONFIDENTIALITY**

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

### **24) AUDIT RESPONSIBILITY**

- A. CCA shall conduct or cause to be conducted an annual independent audit of its financial statements in accordance with the audit requirements of ORC Chapter 117. Such audit must also express an opinion on the financial statement and a report on compliance and internal control over financial reporting based on an audit performed in accordance with Government Auditing Standards. A copy of the audit shall be submitted to MCSA within 30 days of receipt. CCA shall also submit a list of its current Board members, stating their relationships by blood or marriage to each other and to the officers of the CCA, and their terms of office, and the CCA's table of organization to MCSA. All audits shall be conducted in accordance with OAC 5101:2-47-26.2, as applicable.
- B. CCA agrees to accept responsibility for receiving, replying to and complying with any audit exception or finding, related to the provision of service under this Agreement.
- C. Agreement compliance reviews will be conducted using a "sampling" method. Depending on the type of review conducted, the areas to be tested using the sampling method may include but are not limited to Provider Contract compliance monitoring by CCA, Provider Contract compliance with this Agreement, dates of service, expenses, total units, and billable units. If errors are found, the error rate of the sample period may be applied to the entire audit period.
- D. CCA agrees to repay MCSA the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. CCA recognizes and agrees MCSA may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement.
- E. To the extent applicable, CCA shall cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. CCA should submit a copy of the

completed audit report to MCSA within forty-five (45) days after receipt from the accounting firm performing such audit.

- F. MCSA reserves the right to evaluate programs of CCA, its Providers and subcontractors. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing CCA employees, Provider employees and Enrolled Youth. MCSA shall not be responsible for costs incurred by CCA for these evaluations.

## **25) WARRANTY**

- A. CCA warrants and represents its services shall be performed in a professional manner in accordance with applicable professional standards.
- B. CCA warrants and represents all other sources of revenue have been actively pursued prior to billing MCSA for services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue.
- C. CCA warrants that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and shall be maintained for the revenue and expenses of this program.

## **26) AVAILABILITY OF FUNDS**

This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment of this Agreement. If funds are not allocated and available for the continuance of the function performed by the CCA hereunder, the products or services directly involved in the performance of that function may be terminated by MCSA at the end of the period for which funds are available.

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

## **27) FORCE MAJEURE**

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Agreement, the parties shall not be deemed in default during the continuance of such inability provided, however, CCA shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect MCSA's property or employees which are necessary to CCA's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.



CCA shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents CCA from carrying out its obligations contained herein.

## **28) COORDINATION**

CCA shall advise MCSA of any significant fund raising campaigns contemplated by the CCA within Cincinnati and Hamilton County for supplementary operating or capital funds during the term of this Agreement so the same may be coordinated with any planned promotion of public or private fundraising by MCSA for the benefit of this and other agencies within the community.

## **29) LEGAL ACTION**

Any legal action brought pursuant to this Agreement shall be filed in Hamilton County, Ohio courts and Ohio law shall apply.

## **30) PUBLIC RECORDS**

This Agreement is a matter of public record under the laws of the State of Ohio. CCA agrees to make copies of this Agreement promptly available to any requesting party. By entering into this Agreement, CCA acknowledges and understands that records maintained by CCA pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. CCA agrees it shall comply with the Ohio public records law.

## **31) DRUG-FREE WORKPLACE**

CCA certifies and affirms CCA shall comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F. CCA shall make a good faith effort to ensure all employees performing duties or responsibilities under this Agreement, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

## **32) MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH**

Although information about and generated under this Agreement may fall within the public domain, CCA shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from MCSA, unless CCA is required to release requested information by law. MCSA reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of CCA's performance under the Agreement. Except where MCSA approval has been granted in advance, CCA shall not seek to publicize and shall not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents MCSA may provide to CCA to fulfill the Agreement scope of work,

Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

If contacted by the media about this Agreement, CCA agrees to notify MCSA in lieu of responding immediately to media queries. Nothing in this section is meant to restrict CCA from using Agreement information and results to market to specific clients or prospects.

### **33) AMENDMENT**

This writing constitutes the entire Agreement between CCA and MCSA with respect to the services. This Agreement may be amended only in writing. Notwithstanding the above, the parties agree any amendments to laws or regulations cited herein shall result in the correlative modification of this Agreement, without the necessity for executing written amendments.

### **34) INSURANCE**

CCA agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by CCA. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A: VII. CCA shall purchase the following coverage and minimum limits;

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage shall include:
  - 1. Additional insured endorsement;
  - 2. Product liability;
  - 3. Blanket contractual liability;
  - 4. Broad form property damage;
  - 5. Severability of interests;
  - 6. Personal injury; and
  - 7. Joint venture as named insured (if applicable).

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

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00), combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of Hamilton County services (such as but not limited to JFS clients) Enrolled Youth, and CCA provides this service through the use of its employees' privately owned vehicles "POV", then CCA's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's

“POV” coverage. CCA agrees the business auto liability policy shall be endorsed to provide this coverage.

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

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million (\$3,000,000) in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

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

E. Worker’s Compensation insurance at the statutory limits required by ORC.

F. CCA further agrees with the following provisions:

1. All policies, except workers’ compensation and professional liability, shall endorse MCSA and each individual agency of MCSA, BOCC and their officials, employees, agents, and volunteers are endorsed as additional insured.
2. The insurance endorsement forms and the certificate of insurance forms shall be sent to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to MCSA Financial Manager, 222 East Central Parkway, Cincinnati, Ohio 45202. The forms must state the following: “The MCSA and each individual agency of the MCSA, the Board of County Commissioners of Hamilton, County, Ohio and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement on the commercial general, and business auto liability policies.”
3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days’ prior written notice given to: Risk Manager, Hamilton County, room 607, 138 East Court Street, Cincinnati, Ohio 45202; and to JFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
4. CCA shall furnish the Hamilton County Risk Manager and MCSA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by Hamilton County before the Agreement commences. Hamilton County reserves the right at any time to require

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. CCA shall declare any self-insured retention to Hamilton County pertaining to liability insurance. CCA shall provide a financial guarantee satisfactory to Hamilton County and MCSA guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
6. If CCA provides insurance coverage under a “claims-made” basis, CCA shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy’s retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while CCA was under Agreement with the County on behalf of MCSA.
7. CCA shall require all insurance policies in any way related to the work and secured and maintained by CCA to include endorsements stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the County and MCSA. CCA shall require of subcontractors, by appropriate written Provider Contracts, similar waivers each in favor of all parties enumerated in this section.
8. CCA, the County, and MCSA agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
9. CCA’s insurance coverage shall be primary insurance with respect to the County, MCSA, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or MCSA shall be excess of CCA’s insurance and shall not contribute to it.
10. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Agreement.
11. If any of the work or services contemplated by this Agreement are subcontracted, CCA shall ensure that any subcontractors comply with all insurance requirements contained herein.

### **35) INDEMNIFICATION & HOLD HARMLESS**

To the fullest extent permitted by and in compliance with applicable law, CCA agrees to protect, defend, indemnify and hold harmless MCSA and each of its respective members, officials, employees, agents, and volunteers (the “Indemnified Parties”) from and against all damages,

liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation's (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Agreement including, without limitation, by CCA, its subcontractor(s), CCA's or its subcontractor's (s') employees and agents, assigns, and those designated by CCA to perform the work or services encompassed by the Agreement. CCA agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions

### **36) SCREENING AND SELECTION**

#### **A. Criminal Record Check**

CCA shall complete criminal record checks on all individuals assigned to work with or transport Enrolled Youth. CCA shall obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII") and obtain a the criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing services.

CCA shall not assign any individual to work with or transport Enrolled Youth until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

CCA shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) or ORC 2919.24.

CCA warrants and represents that it shall comply with ORC 2151.86.

#### **B. Bureau of Motor Vehicle transcript**

Any individual transporting Enrolled Youth shall possess the following qualifications:

1. a satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio;
2. a satisfactory BMV transcript from the individual's state of residence; and,
3. a current and valid driver's license.

In addition to the requirements set forth above, CCA shall not permit any individual to transport an Enrolled Youth if:

4. the individual who has a condition which would affect safe operation of a motor vehicle;

5. the individual has five (5) or more points on his/her driver's license or;
6. the individual has been convicted of driving while under the influence of alcohol or drugs.

### **C. Verification of Job or Volunteer Application**

CCA shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. CCA further agrees it shall not employ an individual to provide Direct Services in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

### **37) COMPLIANCE WITH TITLE VI AND SECTION 1808 OF THE SMALL BUSINESS JOBS PROTECTION ACT OF 1996 (A.K.A. MEPA/IEPA)**

CCA shall comply with Title VI of the Civil Rights Act of 1964 and Section 1808 of the Small Business Jobs Protection Act of 1996, including all rules, guidelines and memorandums issued by federal and state authorities concerning these laws<sup>2</sup>. CCA shall not:

- A. Deny to any individual the opportunity to become an adoptive or foster parent on the basis of race, color or national origin of the individual, or of the Enrolled Youth involved; or
- B. Delay or deny placement of a Enrolled Youth for adoption or foster care on the basis of race, color or the national origin of the adoptive or foster parent, or the Enrolled Youth involved.

CCA agrees to indemnify and hold harmless the Indemnified Parties for any violations of the Title VI or Section 1808 caused by or attributable to the acts of CCA or any officer, employee, agent, subcontractor of CCA.

### **38) DEBT CHECK PROVISION**

The Debt Check Provision contained in ORC 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Agreement, CCA warrants and represents a finding for recovery has not been issued to the Ohio Auditor of State. CCA further warrants and represents CCA shall notify MCSA within one (1) business day should a finding for recovery occur during the Agreement term.

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<sup>2</sup> The Small Business Job Protection Act (Public Law (P.L.) 104-188. the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), and Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act (the Act), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Social Security Act (the Act) (42 U.S.C. 671(a)), and 45 CFR 1356.

### **39) FAITH BASED ORGANIZATIONS**

CCA agrees it shall perform the duties under this Agreement in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that shall ensure the religious freedom of Enrolled Youth and family is not diminished and it shall not discriminate against any Enrolled Youth and family based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Agreement shall be used to promote the religious character and activities of CCA. If any Enrolled Youth or family member objects to the religious character of the organization, CCA shall immediately notify MCSA.

### **40) CHILD SUPPORT ENFORCEMENT**

CCA agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring CCA or the employees of the CCA meet child support obligations established under state or federal law. Further, by executing this Agreement CCA certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the ORC.

### **41) LOBBYING**

During the life of the Agreement, CCA warrants and represents CCA has not and shall not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. CCA further warrants and represents that CCA shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award.

### **42) PROPERTY OF HAMILTON COUNTY**

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

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. MCSA is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are

deemed not to be a “work made for hire,” or if there are any rights in the Deliverable(s) not so conveyed to MCSA, then CCA agrees to and by executing this Agreement hereby does assign to MCSA all worldwide rights, title, and interest in and to the Deliverables. MCSA acknowledges its sole ownership of the Deliverable(s) under this Agreement does not affect CCA’s right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by CCA prior to or as a result of this Agreement or are generally known and available.

#### **43) CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

CCA agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30). CCA understands violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and environmental protection agency regulation (40 C.F.R. Part 30) must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

#### **44) ENERGY POLICY AND CONSERVATION ACT**

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

#### **45) PROCUREMENT**

CCA agrees to follow all laws, rules and regulations applicable to the procurement of goods and services paid for with federal money, including but not limited to 45 CFR 92.36.

#### **46) CONSUMER EDUCATION AND HEALTH INFORMATION DOCUMENTATION**

To the extent applicable, CCA agrees to comply with the provisions of the OAC related to the provision and documentation of comprehensive health care for children in placement, which include but are not limited to, OAC 5101:2-42-66.1 and 5101:2-42-66.2. A copy of any health care documentation shall be maintained in CCA’s case file and be supplied to JFS upon receipt by CCA.

CCA agrees to assist JFS in securing and maintaining the educational and school enrollment documentation required by OAC 5101:2-39-08.2.



**47) DEBARMENT AND SUSPENSION**

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

**48) THIRD PARTY BENEFICIARIES**

No third party beneficiary relationships are created by or intended to be created by this Agreement.

**49) ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties with respect to the subject matter. There are no promises, terms, conditions or obligations other than those contained herein; this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Agreement, that pertain to the subject matter of this Agreement.

**50) AUTHORIZED REPRESENTATIVES**

Each of the undersigned individuals represents that he or she is properly and legally authorized to enter into this Agreement on behalf of the entity named above his or her respective signature.

**51) BINDING AGREEMENT**

This Agreement shall not be binding upon any party hereto until such time as it is authorized and executed by each party to this Agreement.

**52) SIGNATURES**

The terms of this Agreement are hereby agreed to by the parties, as shown by the signatures of authorized representatives of each.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**or**

\_\_\_\_\_  
**County Administrator**

Approved as to form: \_\_\_\_\_  
**Assistant Prosecuting Attorney**

**HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**HAMILTON COUNTY MENTAL HEALTH AND RECOVERY SERVICES BOARD**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**HAMILTON COUNTY BOARD OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**HAMILTON COUNTY JUVENILE COURT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**CCA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



Board of Commissioners: Pat DeWine, David Pepper, Todd Portune
Administrator: Patrick J. Thompson
Director: Rick Roberts
General Information: (513) 946-1000
General Information TDD: (513) 946-1295

www.hcjfs.org
www.hcadopt.org
www.hcfoster.org

RFP EXHIBIT 2a: Instant Notification

NOTICE TO FOSTER PARENTS CONCERNING HAMILTON COUNTY'S INITIATIVE TO DO DAILY CROSS CHECKS OF CRIMINAL ARREST RECORDS

The Hamilton County Department of Job and Family Services (HCJFS), as an individual member of the MCSA, and the Hamilton County Clerk of Courts (Clerk's Office) are collaborating on an initiative to best protect children in foster care and ensure compliance with state regulations.

Under Federal law, state and local government agencies are required to provide information to individuals about the agency's use of the individual's social security number. The release of your social security number to HCJFS to run a continuing cross check by the Clerk's Office is voluntary.

Under Ohio Administrative Code Section 5101:2-7-14(G) Foster Caregivers are required to notify the agency that recommends them for certification, within twenty-four hours, of any charge of any criminal offense brought against the caregiver or any resident of his home.

AUTHORIZATION TO RELEASE INFORMATION

I, \_\_\_\_\_, have read the above notice, and
CONSENT [ ], or DO NOT CONSENT [ ] to HAMILTON COUNTY JOB AND FAMILY SERVICES releasing my name, date of birth and social security number to the HAMILTON COUNTY CLERK OF COURT'S office for the purpose of doing a daily cross-check of criminal charges.

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Multi County System Agencies (MCSA) is the collective effort of Hamilton County Department of Job and Family Services, Hamilton county Juvenile Court, Hamilton County Board of Mental Retardation and Developmental Disabilities, and Hamilton County Mental health and Recovery Services Board.

Outcome	Measure (Indicator)	Benchmark	Data/Reporting Requirements (Measurement Tool/Data Source)	Report Frequency	Period of Review	Additional Comments
Improved child functioning	Improved overall functioning	An average decrease (improvement) of 5.4 or greater on Problem Severity subscale for Enrolled Youth with ratings at enrollment and 12 months	Ohio Scales - Problem Severity Subscale, Parent Rating	Annually	Ohio Scales Parent ratings for Enrolled Youth with ratings at enrollment and 12 months during the preceding 12 month period.	Average subscale score will be calculated for both rating intervals. Average decrease of 5.4 or greater = Indicator met.
		An average increase (improvement) of 2.4 or greater on Functioning subscale for Enrolled Youth with ratings at enrollment and 12 months	Ohio Scales - Functioning Subscale, Parent Rating	Annually		Average subscale score will be calculated for both rating intervals. Average increase of 2.4 or greater = Indicator met.
	Improved community functioning	50% of Juvenile Court referred Enrolled Youth show decreased involvement with the juvenile justice system during their enrollment with CCA	Juvenile justice data (offenses, arrests, etc)	Quarterly	Juvenile justice referred Enrolled Youth with >= 9 months LOE during the previous 12 months	<b>Numerator</b> - Juvenile Court referred Enrolled Youth who improve status classification from baseline per juvenile justice business rules during the previous 12 month period. <b>Denominator</b> - All Juvenile Court referred youth with >= 9 months LOE.
		Among juvenile justice eligible Enrolled Youth, 50% show decreased severity of behavior requiring action from enrollment to 9 months.	CANS Juvenile Justice Module Individual Items	Annually	CANS rated Juvenile Court referred Enrolled Youth with ratings at enrollment and 9 months during the preceding 12 months	<b>Numerator</b> - CANS rated juvenile justice referred Enrolled Youth who receive a rating of 0 or 1 on selected CANS individual item at 9 month rating. <b>Denominator</b> - CANS rated juvenile justice referred Enrolled Youth who receive a rating of 2 or 3 on selected CANS individual indicators.

Outcome	Measure (Indicator)	Benchmark	Data/Reporting Requirements (Measurement Tool/Data Source)	Report Frequency	Period of Review	Additional Comments	
Improved family functioning	Family Involvement/satisfaction	For each satisfaction oriented Ohio Scales item, 75% of families responding do so in the top 2 favorable categories.	Ohio Scales - Satisfaction Subscale, Parent Form, Youth Form	Annually	Ohio Scales for Enrolled Youth with at least 6 months of enrollment during the past 12 months	<b>Numerator</b> = Youth and Parents with a rating in one of the top three favorable categories). <b>Denominator</b> = Any rated youth or parent with LOE >= 6 months during the previous 12 months.	
	Family Functioning	26.4% of youth demonstrate an improvement in Family Functioning from enrollment to discharge.	CANS Family/Relations Subscale at enrollment & discharge	Annually	Enrolled Youth active during the previous 12 months	This benchmark was provided by John Lyons, who based it on a results from 8537 youth in 3 different samples (one JJ focused, one MH, one CW).	
	Parent Involvement in Team Planning Process	> course of the episode of care.	CANS Family/Relations Subscale at discharge for youth with parents, foster parents, or legal guardians		Annually	Enrolled Youth active during the previous 12 months	
		80% of team members indicated active and engaged family participation in Team Meetings	Survey Results from Team Participants		Annually	Enrolled Youth active during the previous 12 months	
	Incidence of abuse/neglect	Absence of substantiated reports of abuse and neglect for 90% of families within previous 12 months	Child Welfare/FACTS/Sacwis data		Annually	Enrolled Youth active during the previous 12 months	
Appropriate living arrangements	Change in living arrangement	Change in ROLES score	Restrictiveness of Living Environment Scale (ROLES) at enrollment & discharge	Annually	Change in ROLES score over time	Enrolled Youth who remain in group home, foster care, or at home are regarded as successful. Enrolled Youth who remain in RT, detention or hospitalization are not regarded as successful.	
	Reduced Residential Treatment	80% of Enrolled Youth remained out of RT/Psychiatric Hospitalization for 6 months after stepdown from those services.		Annually	Enrolled Youth active during the previous 12 months		
	Achieving Permanency	Of Enrolled Youth with reunification as part of the treatment plan, 90% achieve stable reunification.	SACWIS 6 months after reunification	Annually	Enrolled Youth active during the previous 12 months	Stable reunification is defined as remaining reunified for at least 6 months.	
	Stability of Placement	65% of youth remain in stable living arrangement for 6 months post disenrollment.	SACWIS 6 months after reunification	Annually	Enrolled Youth active during the previous 12 months		
	Shorter lengths of stay in institutional living environments	Reduced reliance on residential placements as measured by ratio of paid residential enrollment days to total enrollment days	CCA I.S. Data/Cost Data	Annually	Paid activity for previous 12 months	<b>Numerator</b> = Paid residential enrollment days during period. <b>Denominator</b> = Total enrollment days during period.	

Outcome	Measure (Indicator)	Benchmark	Data/Reporting Requirements (Measurement Tool/Data Source)	Report Frequency	Period of Review	Additional Comments
Serving youth in our community	Utilization of services in Region	Monthly percentage of paid days for placement services shall not exceed 20% for out of region placements	CCA I.S. Data - aggregated monthly	Annually	Paid day activity for the previous 12 months	Region is defined as the Ohio Counties of Hamilton, Butler, Clermont and Warren.
	Utilization of local providers	At least 65% of monthly placement services shall go to providers who are based or located in Hamilton County.	CCA I.S. Data - aggregated monthly	Annually	Paid day activity for the previous 12 months	
Satisfaction with care coordination	Satisfaction with services	80% of responses are in the top two favorable categories out of 5 categories (strongly agree) and (agree).	Provider/Consortium Member Satisfaction Survey	Annually	A 12 month period of program operations	<b>Numerator</b> = All items responded to with Strongly Agree or Agree. <b>Denominator</b> = All items to which a response is given.
Services are cost effective	Medicaid usage	Aggregate FFP for direct care and care coordination/case management meet projected targets	CCA I.S. Data & MACSIS	Monthly	MHSRB Medicaid Reports	
	Spending meets established targets	Annual spending does not exceed case rates-budgeted to actual monthly costs and revenue for Direct Services	CCA I.S. Data	Quarterly	Quarterly Financial Reports	

**RFP EXHIBIT 4 - HISTORICAL REVENUE AND EXPENSE INFORMATION**

<b>Expenditures by Choices</b>	<u>7/03 to 12/03</u>	<u>1/04 to 6/04</u>	<u>7/04 to 12/04</u>	<u>1/05 to 6/05</u>	<u>7/05 to 12/05</u>	<u>1/06 to 6/06</u>	<u>Total, 3 years</u>
Out-of-Home Placement Direct Service	\$ 3,376,602	\$ 2,888,777	\$ 2,972,100	\$ 3,352,471	\$ 2,593,537	\$ 2,454,969	\$ 17,638,455
Other Direct Service	\$ 1,076,058	\$ 1,280,439	\$ 1,302,365	\$ 1,217,824	\$ 1,061,272	\$ 1,251,022	\$ 7,188,979
<b>Total</b>	<b>\$ 4,452,659</b>	<b>\$ 4,169,216</b>	<b>\$ 4,274,465</b>	<b>\$ 4,570,294</b>	<b>\$ 3,654,808</b>	<b>\$ 3,705,991</b>	<b>\$ 24,827,435</b>

Enrolled Days (youth x days)	44,304	43,446	43,216	43,537	39,632	43,341	257,476
Total/day, for use in determining case rate	\$ 100.50	\$ 95.96	\$ 98.91	\$ 104.97	\$ 92.22	\$ 85.51	\$ 96.43

<b>Choices Medicaid Revenue as a Provider (100%)</b>	<u>7/04 to 12/04</u>	<u>1/05 to 6/05</u>	<u>7/05 to 12/05</u>	<u>1/06 to 6/06</u>	<u>Total, 2 years</u>
Choices Medicaid (CPSDT) 100%	\$ 393,756	\$ 370,461	\$ 326,178	\$ 416,148	\$ 1,506,544
Choices Medicaid Diagnostic Assessment 100%	\$ 5,447	\$ 8,566	\$ 12,115	\$ 21,422	\$ 47,551
<b>Total Choices Medicaid Revenue 100%</b>	<b>\$ 399,202</b>	<b>\$ 379,028</b>	<b>\$ 338,293</b>	<b>\$ 437,571</b>	<b>\$ 1,554,094</b>
Choices Medicaid Local Match, for use in determining CCA Local Medicaid	\$ 153,838	\$ 147,336	\$ 129,511	\$ 166,433	\$ 597,118

<b>Historical Payments by MHR SB for Medicaid Local Match (~40%)</b>							
For all Medicaid, any Provider	\$ 459,839	\$ 497,346	\$ 447,827	\$ 496,871	\$ 370,841	\$ 462,048	\$ 2,734,772
Local Match non-Choices, for use in determining Local Medicaid other Providers			\$ 293,989	\$ 349,535	\$ 241,330	\$ 295,616	\$ 1,180,469

	<u>Total Enrollees w/ any days</u>	<u>Contract Enrollment - point in time</u>
SFY 2004	351	240
SFY 2005	410	240
SFY 2006	437	234

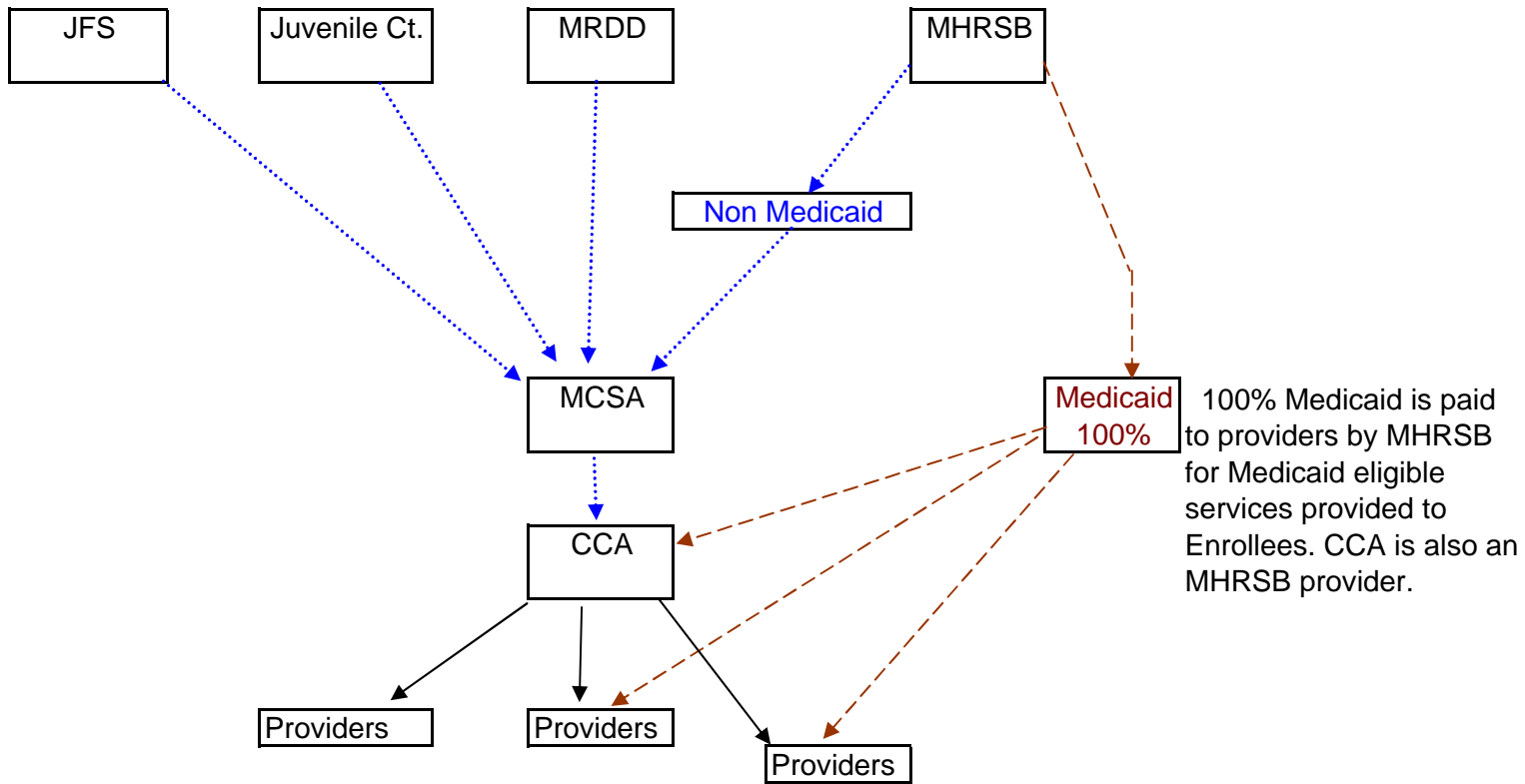
Number of youth with AWOL incidents reported	23	25	38	58
Number of reports AWOL incidents	39	44	55	104
Reported AWOL days	551	660	768	1,203

**NOTES: THE INFORMATION INCLUDED IN THIS EXHIBIT IS BELIEVED BUT NOT GUARANTEED TO BE ACCURATE.**

1. Data excludes Fee-for-Service youth and expenses
2. Historical Medicaid local match is for Enrollees by any Provider for MH only. AOD (estimated at \$40,000/yr.) will be added in all future calculations.
3. Does not include administrative expense
4. Does not include care coordination expense unreimbursed by Medicaid
5. Data for SFY 2006 Medicaid is as of 3/2007 and may be incomplete
6. Columns are by Service Date
7. Historical information is not necessarily an indication of future cost
8. AWOL days were underreported during SFY 2005 and Jul-Dec 2006

RFP EXHIBIT 5 - HISTORICAL REVENUE AND EXPENSE INFORMATION

MCSA Funding Diagram





RFP Exhibit 5: Agreement Budget

YEAR  
20XX

Hamilton County MCSA  
Agency: \_\_\_\_\_

CCA REVENUES	Daily Case Rate	Days in Year	Estimated Enrollment	ANNUAL REVENUE
<b>A. GOVERNMENTAL AGENCY FUNDING</b>				
Case Rate (non-Medicaid Direct Services)	\$ -		230	\$ -
Administration				\$ -
Care Coordination				\$ -
Medicaid				\$ -
<b>TOTAL REVENUE</b>				<b>\$ -</b>
TOTAL Local Medicaid Target				\$ 870,000.00

CCA EXPENSES				ANNUAL EXPENSE
A. ADMINISTRATIVE SALARIES				\$ -
B. ADMINISTRATIVE PAYROLL TAXES & BENEFITS				\$ -
C. CARE COORDINATION SALARIES				\$ -
D. CARE COORDINATION PAYROLL TAXES & BENEFITS				\$ -
E. DIRECT SERVICE COSTS				\$ -
F. PROFESSIONAL FEES & CONTRACTED SERVICES				\$ -
G. CONSUMABLE SUPPLIES				\$ -
H. OCCUPANCY				\$ -
I. TRAVEL				\$ -
J. INSURANCE				\$ -
K. EQUIPMENT				\$ -
L. MISCELLANEOUS				\$ -
<b>TOTAL PROGRAM EXPENSES</b>				<b>\$ -</b>

TOTAL CCA REVENUE	\$ -
TOTAL CCA PROGRAM EXPENSES	\$ -
CCA REVENUE LESS EXPENSE	\$ -
CARE COORDINATION LESS CCA MEDICAID	\$ -
TOTAL MCSA COST (100% Medicaid, Admin., Care Coord., Case Rate & FFS)	\$ -
TOTAL MCSA COST EXCLUDING FEDERAL MEDICAID	\$ -

Detailed Expenses	#	HRS	ANNUAL	ANNUAL
A. ADMINISTRATIVE SALARIES				

**Instructions:**

- Please fill in blue cells
- Complete one budget for each contract year (1 through 4)
- See Request for Proposal sections 2.3, 2.7, and 5.3 for additional instructions

**Notes:**

- < Total of all administrative costs, not to exceed 12% of total MCSA Cost
- < Care Coordination total less Medicaid

- < revenue over expenses or profit included, this will be discussed during contract process.

RFP Exhibit 5: Agreement Budget

YEAR  
20XX

Hamilton County MCSA

Agency:

POSITION TITLE	STAFF	WK	COST	EXPENSE
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL ANNUAL ADMINISTRATIVE SALARIES</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>

< List all administrative staff by title

B. ADMINISTRATIVE PAYROLL TAXES & BENEFITS	%			ANNUAL EXPENSE
	0.000%			\$ -
	0.000%			\$ -
	0.000%			\$ -
	0.000%			\$ -
	0.000%			\$ -
<b>TOTAL ADMINISTRATIVE TAXES &amp; BENEFITS</b>				<b>\$ -</b>

< This line allows non-percentage entry

C. CARE COORDINATION SALARIES	# STAFF	HRS WK	ANNUAL COST	ANNUAL EXPENSE
POSITION TITLE				
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL ANNUAL CARE COORDINATION SALARIES</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>

All Care Coordinators and first line  
 < supervisors included here  
 Please list each pay range separately by  
 < title - one line for supervisors, etc.  
 Reminder: there will be 8-10 FFS Enrolled  
 < Youth with Care Coordination

D. CARE COORDINATION PAYROLL TAXES & BENEFITS	%			ANNUAL EXPENSE
	0 0.000%			\$ -
	0 0.000%			\$ -
	0 0.000%			\$ -
	0 0.000%			\$ -
	0 0.000%			\$ -

RFP Exhibit 5: Agreement Budget

YEAR  
20XX

Hamilton County MCSA

Agency:

<b>TOTAL CARE COORDINATION TAXES &amp; BENEFITS</b>				\$ -

< This line does not read from section B

<b>E. DIRECT SERVICE COSTS</b>				<b>ANNUAL EXPENSE</b>
Direct Service Case Rate				\$ -
<b>TOTAL DIRECT SERVICE COSTS</b>				\$ -

< This will match Case Rate revenue

<b>F. PROFESSIONAL FEES &amp; CONTRACTED SERVICES</b>				<b>ANNUAL EXPENSE</b>
<b>TOTAL PROFESSIONAL FEES</b>				\$ -

< Such as accountants, legal fees, etc.

<b>G. CONSUMABLE SUPPLIES</b>				<b>ANNUAL EXPENSE</b>
				\$ -
<b>TOTAL CONSUMABLE SUPPLIES</b>				\$ -

< Such as office supplies etc.

<b>H. OCCUPANCY COSTS</b>				<b>ANNUAL EXPENSE</b>
				\$ -
<b>TOTAL OCCUPANCY COSTS</b>				\$ -

< Such as rent, depreciation, utilities, etc.

< Please list depreciation separately

<b>I. TRAVEL COSTS/TRAINING</b>				<b>ANNUAL EXPENSE</b>
				\$ -

Such as mileage, training costs per person, etc.

RFP Exhibit 5: Agreement Budget

YEAR  
20XX

Hamilton County MCSA

Agency:

TOTAL TRAVEL COSTS				\$ -
--------------------	--	--	--	------

J. INSURANCE COSTS				ANNUAL EXPENSE
				\$ -
TOTAL INSURANCE COSTS				\$ -

Such as Professional Liability, General Liability, etc.

K. EQUIPMENT COSTS				ANNUAL EXPENSE
				\$ -
TOTAL EQUIPMENT COSTS				\$ -

Such as copiers, IT equipment, telephone system, etc.  
Please list depreciation separately

L. MISCELLANEOUS COSTS				ANNUAL EXPENSE
				\$ -
TOTAL MISCELLANEOUS COSTS				\$ -

TOTAL OF ALL EXPENSES				\$ -
-----------------------	--	--	--	------

To be included in Contract Budget, use as constants for the purposes of proposal budget submission				
MCSA FFS (direct reimbursement) Direct Service expenses	8 enrolled youth	\$	1,051,200.00	
MHR SB estimated Medicaid payments to CCA		\$	750,000.00	
MHR SB estimated Medicaid payments to Providers for Enrolled Youth		\$	1,300,000.00	
Local Medicaid target amount		\$	870,000.00	
Administration as a % of Total MCSA Cost				0.0%
Administration and Care Coordination as a % of Total MCSA Cost				0.0%

Estimated Direct Service costs. All other FFS related expenses should be included above.

Not to exceed 12%

**RFP Exhibit 6: Declaration of Property Tax Delinquency**  
(ORC 5719.042)

I, \_\_\_\_\_, hereby affirm that the Proposing Organization herein, \_\_\_\_\_, is \_\_\_\_ / is not \_\_\_\_ (**check one**) charged at the time of submitting this proposal with any delinquent property taxes on the general tax list of personal property of the County of Hamilton.

If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is \$\_\_\_\_\_.

**State of Ohio**  
**County of Hamilton**

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

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

\_\_\_\_\_  
Notary Public

Ohio Department of Public Safety

Division of Homeland Security

<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

**DECLARATION**

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

YES     NO

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

YES     NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

YES     NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

YES     NO

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

YES     NO

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

YES     NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or \_\_\_\_\_ to the penalties set forth in Section  
[Name of Corporation/Business Trust]  
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

Sworn to before me, and subscribed in my presence, this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_