



REQUEST FOR PROPOSAL (RFP)

for

MULTI-SYSTEM YOUTH SERVICES

November 9, 2023

**Lucas County Board of Developmental Disabilities
1154 Larc Lane
Toledo, Ohio 43614
(419) 380-4000**

**Due: November 30, 2023
Time: 2:30 p.m.**

**Pre-Bid Meeting:
November 16, 2023
Time: 2:30 p.m.**

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PROPOSAL FORM/LETTER OF INTENT

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LEGAL NOTICE

Sealed Proposals will be received by the Lucas County Board of Developmental Disabilities at 1154 Larc Lane, Toledo, Ohio, until 2:30 p.m. on November 30, 2023, at which time proposals will be publicly opened. Proposals will be for multi-system youth services to be provided at a therapeutically focused short-term residential treatment home. Proposals submitted shall be in accordance with the RFP on file at the Office of the Superintendent. Documents may be obtained at the Lucas County Board of Developmental Disabilities, 1154 Larc Lane, Toledo, Ohio 43614.

A Pre-Bid Meeting will be held at 2:30 p.m. on November 16, 2023 at a location to be announced. The Board reserves the right to reject any, part of, or all proposals and to waive any informalities in bidding.

I. INSTRUCTIONS TO PROVIDER

A. Purpose

The Lucas County Board of Developmental Disabilities (BOARD) is seeking proposals from a provider to manage the daily operation and provision of services at a therapeutically focused short-term residential treatment home. The home will be for multi-system youth with significant behavior needs who will be enrolled on a Home and Community-Based Services (HCBS) Waiver in Lucas County. The home would provide time limited treatment services only and will not provide permanent living services.

B. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held November 16, 2023 at 2:30 p.m. Interested Providers MUST register and send no more than 2 representatives to the meeting. Address will be provided upon registration. Please register by emailing: kaemisegger@lucasdd.org.

1. It is encouraged, but not required, that an authorized representative of the Provider attend the meeting.
2. Due to parking constraints, it is highly recommended that multiple attendees from a single agency/company carpool.

C. Proposal Documents

A copy of this RFP and any additional documents may be obtained from Lucas County Board of Developmental Disabilities, located at 1154 Larc Lane, Toledo, Ohio 43614, (419)380-4000, between the hours of 8:30 a.m. and 4:30 p.m. on Board business days or may be found on the Board's website at: www.lucasdd.org/blog.

D. Examination of Documents and Interpretation

Provider shall examine the entire RFP and all related documents and shall become fully aware of the laws, codes and of the nature of this request and conditions to be encountered in performing the requested services.

No interpretations of the meaning of the RFP documents, will be made to any provider orally. Every request for such interpretation must be submitted in writing, citing the particular RFP page, section and paragraph numbers where applicable. Any and all interpretations must be received at least five (5) business days prior to the date set for the opening of proposals and directed to:

Michele Myerholtz, Interim Superintendent at: mmyerholtz@lucasdd.org

Any and all interpretations will be in the form of written addenda to the specifications which will be emailed no later than three (3) days prior to the proposal due date. All addenda so issued shall become part of the Contract Documents.

E. Proposal Submission

Proposals should be clear with a concise description of the Provider's capability to perform the services requested as outlined in this RFP. Each proposal must be submitted on the official PROPOSAL FORM provided. The following must to be included with each proposal:

1. Proposal Form/Letter of Intent
2. Non-Discrimination Agreement (Contract Attachment A)
3. Personal Property Tax Statement (Contract Attachment B)
4. Certificate of Insurance

Each Provider must submit its complete, sealed and signed one (1) original Proposal in an envelope, with the outside of the envelope clearly labeled as:

Provider's Name and Address

Project Name: RFP for Multi-system Youth Services

SENT TO:

Michele Myerholtz, Interim Superintendent

Lucas County Board of

Developmental Disabilities

1154 Larc Lane

Toledo, Ohio 43614

The sealed envelope containing the Proposal must be enclosed in another envelope as addressed above.

Proposal and all required documents must be received by mail or hand delivery on the **proposal opening date of November 30, 2023, at 2:30 p.m.** Hand delivery may take place only during BOARD business days between the hours of 8:30 p.m. to 4:30 p.m. Proposals received after proposal opening date and time specified will be rejected and returned unopened to the provider. Provider assumes the risk for any error or delay caused by any chosen delivery method.

THE BOARD WILL NOT CONSIDER ANY PROPOSAL BY FACSIMILE(FAX), EMAIL OR BY ANY OTHER MEANS THAN SUBMITTAL IN A SEALED ENVELOPE.

F. Receipt of Proposals

The BOARD reserves the right to reject any, part of, or all proposals and to waive any formalities in bidding and shall have no liability whatsoever to any provider whose proposal is not accepted.

Acceptance of the proposal of any provider by the BOARD shall not constitute an agreement between the BOARD and such provider, and shall not be binding upon the BOARD unless and until an agreement covering all conditions and provisions of the work to be performed by the successful provider has been reduced to writing and executed by both parties. Provider may not withdraw a proposal within sixty (60) days of the date of proposal opening.

G. Award of Contract

Proposals will be evaluated by a cross-departmental team of BOARD staff. All Proposals will be examined to determine whether or not they meet all requirements of the RFP.

Proposal Evaluation Process

A point and weight system will be used to evaluate the proposals by taking the points assigned to a category item and multiplying by the category item's weight (listed below).

Each category item will be assigned a point range of 0 to 4.

<u>CATEGORIES</u>	<u>WEIGHT</u>
Statement of Interest	10%
Experience and Background	25%
Staffing and Service Provision	45%
Supplemental Information	<u>20%</u>
	100%

BOARD will award a contract or reject all proposals at a regularly scheduled Board meeting following the proposal opening. The contract shall be awarded to the Provider submitting the most responsible proposal, price and other factors considered, complying with the specifications contained herein, provided the proposal is in the best interest of BOARD to accept. BOARD is therefor not bound to accept a proposal on the basis of lowest quoted price alone.

No contract will be awarded to any person, firm or corporation that is in arrears or is in default to Lucas County upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the County or has failed to perform faithfully any previous contract with the County. Complete Delinquent Personal Property Tax Statement (Attachment B).

II. SPECIFICATIONS

A. Scope of Services

Youth served will be ages 8 through 21, will be eligible for BOARD services, and will have behavioral or emotional adjustment-related needs. BOARD, provider staff, and other team members will work closely together to address ongoing concerns ranging from intense frequency and duration of behaviors, medical follow up, police and/or court involvement, and supporting families during this difficult time. Traditional management team and staff will be enhanced by additional therapeutic and BOARD ancillary services staff involvement within the home. The physical environment and overall philosophy will accommodate active youth in ways that promote healthy and enjoyable interactions and opportunities for play and enjoyment. This will be done in a way that may be replicated in their next home environment, which may be back with family or another home.

Lengths of stay will be person centered, with a targeted range of 6 months to one year and with an expectation that youth will return to the care of family when safe and appropriate to do so. Education services will continue through the youth's local school district.

If you choose to partner with BOARD on this project, you'll have an opportunity to be part of an innovative collaboration to provide outstanding, much needed care to youth. Please review this request in its entirety and follow all guidelines presented in this document so that we may consider your proposal.

B. Service Components, Requirements/Responsibilities

1. The following service components shall be available to child or youth in treatment home.

- a. Intake/Admissions
 - i. Provider will review, accept and admit all referrals from BOARD designated staff in a timely manner once a child or youth has been accessed and determined appropriate for services.
- b. Staffing
 - i. Adequate and sufficient staffing ratios to support child or youth with intense behavioral needs as determined by each individual's team. Board expects these ratios may be higher than a typical service location.
- c. Treatment
 - i. Implement and document the Individual Service Plan and Behavioral Support Plan/Guidelines, as written.
 - ii. If information for such plans is not available, provider must be able to provide supports, based on available information, follow direct support best practice with a focus on trauma informed care and positive behavior support methods as warranted.

- d. Housing/Basic Needs
 - i. Provide daily routine cleaning to maintain a positive environment which supports learning daily living skills, recreation and teaches appropriate behavior management.
 - ii. Provide food and nutrition meeting the requirement of 42 C.F.R. 483.480
- e. Discharge and Aftercare Planning Support
 - i. Provider will collaborate with the team to develop a well-defined supportive transition plan which incorporates youth and family in all aspects upon discharge to facilitate continued success.

2. **Provider Requirements/Responsibilities**

- Provider must be knowledgeable of rules and requirements applicable to HCBS Waiver services and operations.
- Experienced in providing services to multiple individuals in 24-hour settings. Experienced directly providing HCBS Waiver services strongly preferred.
- Able to operate a home in full compliance with rules applicable to Intermediate Care Facilities for Individuals with Intellectual Disabilities (HCBS Waiver) in 42 C.F.R. Part 483 Subpart I, O.A.C. sec 5160-3 et seq. 5123-9 et seq., the CMS State Operational Manual, and all other applicable rules and laws established by Federal, State and/or Local regulatory agencies.
- Collaborate with multiple BOARD professional and ancillary services staff to identify and provide innovative services and supports, including recreational activities and therapies, which go beyond traditional service models and have been identified as part of this project.
- Cooperate and actively plan with BOARD, families, guardians, Lucas County Dept. of Job and Family Services, Lucas County Children Services, Lucas County Family and Children First Council, school districts, Juvenile Justice System, Mental Health and Recovery Services Board, Ohio Dept. of Developmental Disabilities, State Developmental Centers, hospitals and state Multi-system Youth entities, such as OhioRISE, to ensure positive outcomes for the youth served.
- Obtain, maintain and provide proof of the following insurance:
 - Commercial general liability insurance, which shall include coverage for liability or casualty loss or claims arising from actions by or from use or occupancy by Provider of the premises used by Provider in performance of its duties. Such coverage shall be in an amount not less than \$1,000,000 per occurrence with an annual aggregate limit not less than \$3,000,000. The policy shall be an “occurrence” policy unless the BOARD approves another form of coverage in advance and in writing.
 - Workers’ compensation insurance as required by the state of Ohio.

- All insurance policies shall provide for a minimum of thirty (30) days written notice of any policy change or cancellation. Insurance shall be in a form and written through companies acceptable to BOARD and shall include those endorsements which are necessary to extend coverage which is appropriate to the Contract. Each insurance policy required by the Contract, except Workers' Compensation, shall contain the following clauses:

“The Lucas County Board of Developmental Disabilities, its Board Members, officers, employees, and volunteers are added insured as respects operations and activities, of or on behalf of the named insured, performed under contract with Lucas County Board of Developmental Disabilities.”

“It is agreed that any insurance maintained by the Lucas County Board of Developmental Disabilities shall apply in excess of and not contribute with insurance provided by provider's policy”

- Able to indemnify, defend and hold harmless the Lucas County Board of Developmental Disabilities, including employees, Board Members and agents from any and all claims, damages, lawsuits, costs, judgements, expenses, and any other liabilities that may arise from the related contractor's performance of the work required under this RFP including contractors' employees and agents.
- Enter into a Management Contract with the Board for provision of services and daily operations for individuals living in the treatment home, including agreement of daily rate and payment for other costs related to these services.
- Hire an experienced house manager to provide a higher level of oversight and guidance for youth and direct support staff.
- Provide access to and participate in medical, ancillary services not already provided in the home, creative and alternative therapies and supports. Beyond what you currently/typically provide, you will need to provide transportation/support for these additional services.
- Ability to provide direct nursing and delegation with some capacity for medication administration certification category 3 services. Willing to obtain medication administration certification category 3 if not already in place.
- Provide a vehicle dedicated to treatment home to promote inclusion in the community, both individually and in smaller groups. The dedicated vehicle must be secured, well maintained, and insured at the time the treatment home opens. Be willing to facilitate other modes of transportation as needed. (Please note: vehicle will not be supplied by the Board)

Responsibilities to include, but not be limited, to:

Hiring, training, scheduling, and supervision of direct support and other management level staff in all required areas.

Training of staff to meet the needs of youth with intensive support needs including an established physical crisis prevention approach, specific strategy recommendations from professionals such as Occupational Therapist (OT)/Physical Therapist (PT), Speech Language Pathologist (SLP), Behavioral Health Specialist (BHS), Behavior Curriculum Intervention Staff(BCIS) nursing, recreational therapists, etc.

Maintaining a high level of staffing as well as system for backup coverage to maintain such levels. Solid plans for back up due to high needs

Effectively communicate with team members ongoing and throughout the individual's time in the home. Remain routinely engaged with identified Board staff to effectively work and plan together for the individuals served. At least bi-weekly meetings or communications required, as determined by each team.

Establish and maintain utilities such as gas, electric, cable/internet and phone.

General housekeeping and day-to-day upkeep of the home, including immediate notification to Board of any repair or maintenance issues.

Provide transportation for youth, as required, to and from residential school district and extra-curricular activities.

Collect the child(ren)'s Security Supplemental Income (SSI) to assist with the cost of room and board while the child is residing in the treatment home, if there for stabilization (Please note: this does not include if a child is just receiving respite at the treatment home).

3. Board Responsibilities/Requirements

- Enter into a Management Contract with the provider for provision of services and daily operations for individuals living in the treatment home, including agreement of daily rate and payment for other costs related to these services.
- Provide a home for residential multi-system youth services, including appliances, furnishings, special equipment, outdoor activity, and sensory equipment.
- Cover the outstanding costs of water, sewer, garbage, lawncare and snow removal for treatment home.
- Cover the cost of household maintenance, outside of minor household tasks.
- Provide funding not otherwise covered by Medicaid for recreational and therapeutic experiences in and out of the treatment home, such as sporting events, camping, equine, art, music, pet therapies (i.e., goat yoga).
- In the initial year, provide some funding towards credentialed home manager and experienced staff including recruitment, incentive, bonuses, shift differential, etc.

- Provide ancillary services professionals, Occupational Therapist (OT)/Physical Therapist (PT), Speech Language Pathologist (SLP), Assistive Tech, Behavior Curriculum Intervention Staff(BCIS) and Behavioral Health Specialist (BHS) who will have regular involvement in the treatment home for staff training and support, assessment, and recommendations.

In conjunction with the team, develop a supportive transition plan and provide additional support to the individual and family upon discharge from treatment home for continued success. **A reunification plan must be in place and signed by the parent/guardian, Provider, and BOARD prior to admission to this home.**

4. General Information

- Service Location

A 3-bedroom, brick home with a large yard is available and located in a residential neighborhood in Toledo, Ohio 43614. The home provides a welcoming and home-like environment for youth to receive trauma informed residential supports and therapies.

- BOARD's Contact Responsibility

Kristin Aemisegger or designee will be the authorized Board contact

III. GENERAL CONDITIONS

A. Intent

It is the intent of these GENERAL CONDITIONS to cover the governing conditions and factors applicable in whole or in part to this contract. These conditions shall govern except where modified elsewhere in the specifications.

B. Contract Documents

Contract Documents mean all of the various portions of this contract: LEGAL NOTICE, INSTRUCTIONS TO PROVIDER, GENERAL CONDITIONS, PROPOSAL FORM, CONTRACT, ADDENDA.

C. Term of Contracts

The exact contract commencement date and expiration date shall be set forth in the contract. The contract is effective upon the signature of both parties. This contract will remain in effect until the end date as noted on the contract or until the contract is fully performed by both parties or until it terminates in accordance with termination language of the contract.

D. Laws and Regulations

Services shall be provided in accordance with all applicable laws and regulations.



PROPOSAL FORM/LETTER OF INTENT

MULTI-SYSTEM YOUTH SERVICES

Company Name:_____

Address:_____

Company Contact and Title: _____

Telephone:_____ Email:_____

Attend Pre-Bid Meeting? Yes_____ No_____

Your signature attests to your offer to provide the services in this RFP according to the published provisions of this RFP. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Contract is signed.

You must sign below in INK; failure to sign WILL disqualify the offer. All costs must be typewritten or written in ink.

Bid proposal WILL NOT BE WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS FOLLOWING BID OPENING.

In submitting this PROPOSAL, it understood that the right is reserved by the Board to reject any, part of, or all proposal.

AUTHORIZED SIGNATURE

PROVIDER'S NAME

PROVIDER'S TITLE

CONTRACT ATTACHMENT A

(Pursuant to Ohio Revised Code Section 153.9)

NON-DISCRIMINATION AGREEMENT

I, _____, having authority to agree on behalf of the Provider,
_____, do hereby agree:

A. That in the hiring of employees for the performance of work under this Contract or any subcontract, no contractor or subcontractor or any person acting on his behalf, shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

B. That no contractor, subcontractor, or any person on his behalf, shall, in any manner discriminate against, or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

Signature

Title

Date



ATTACHMENT B

Ohio Revised Code, Section 5719.042: "After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent Personal Property Taxes on the general tax list of Personal Property of any County in which the taxing district has territory or that such person was charged with delinquent Personal Property Taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. SECTION 5719.042)

I, _____, _____
NAME TITLE

of _____, affirm that, at the time I submitted the
COMPANY

proposal for _____,

to the Lucas County Board of Developmental Disabilities on _____, 2023,
DATE

that _____
COMPANY

WAS/WAS NOT charged with delinquent Personal Property Taxes by the Lucas County Auditor.
(If Personal Property Taxes are delinquent, complete the following section):

The amount of delinquent Personal Property Taxes due Lucas County are _____ and unpaid
penalties and interest are _____.

SIGNATURE

COMPANY NAME

DATE

Sworn to before me and subscribed in my presence by _____ this _____ day
of _____, 2023.

NOTARY PUBLIC

LETTER OF INTENT REQUIREMENTS

The first step of the process is to submit a Letter of Intent for review. The letter is to contain the following information:

Statement of Interest (10 points)

1. Describe your proposal/interest in operating HCBS Waiver home for youth with intense behavioral needs based on the information listed in this RFP.
2. Describe your understanding and past implementation practice of:
 - Person Centered Planning
 - Trauma Informed Care
 - Least Restrictive Environment
 - Community Integration
 - Serving youth with intense support needs

Experience and Background (25 points)

1. Provide information about your current and previous experience and knowledge in the following areas:
 - HCBS Waiver operations and services
 - Other residential and DD services
 - Behavior supports for individuals with intense support needs
 - Services for youth with disabilities (ages 8-21)
2. Describe how this knowledge and experience is a benefit to partnering with BOARD on this project.
3. Provide references identifying experience with serving multi-system youth.

Staffing and Service Provision(45points)

1. Provide a general description of how services will be provided in accordance with the Provider Requirements and Responsibilities section of this RFP.
2. Describe your ability to provide a sufficient number of experienced staff (direct support and core team) able to provide the high level of support needed by these youth.
3. Describe your process and structure for the oversight of the youth, staff and home.
 - How will you ensure the health, safety and welfare of the youth?
 - How will you ensure adequate training, mentoring and support for the staff?
 - How will you ensure cleanliness and upkeep for this home (including equipment, furniture and other activity and sensory items provided)?
 - How will you ensure meaningful activities for the youth to assist with their growth in social situations?
4. Describe your ability to provide the required emergent services as described in the Provider Requirements section of this RFP, including how your agency will be ready to accept all referrals and begin services within a short period of time.

5. Provide a brief, general description of your agency's procedures for and ability to:
 - Ensure services are provided in accordance with the Individual Service Plans
 - Ensure all documentation/data tracking is completed in a timely manner, including ISP, behavioral support, medication, other therapy recommendations, etc.
 - Ensure MUI procedures, including tracking and preventions plans are being followed

Supplemental Information (20 points)

1. Business Plan for operation of this home, including how you will utilize BOARD support and funding resources described in section I of this RFP.
2. Include a proposed staffing (including management team and consultants) plan for this home.
3. Include a proposed cost statement based on ICF cost reporting categories.
4. Include the last 2 years' worth of compliance reports and related plans of correction (DODD, ODH, DCFS, etc.).
5. Include a copy of your most recent company financial statements shall be provided.