

LICKING COUNTY
— Board of —
DEVELOPMENTAL DISABILITIES

Request for Proposal (RFP)

Youth Intermediate Care Facility Services

Proposals must be received by 4:00pm, August 8, 2022.
Proposals received after this time will not be considered.

All proposals and correspondence must be sent to
RFP.YouthICF@lcountydd.org

Request for Proposal

Youth Intermediate Care Facility Service Provider

LCBDD Mission, Vision, and Guiding Principles

The Licking County Board of Developmental Disabilities, herein referred to as “LCBDD,” has been serving the citizens of Licking County, Ohio since 1967. Starting as a school for children with developmental disabilities, the Board has evolved into a very progressive and motivated funder of support services.

The mission of LCBDD is to support people with developmental disabilities to discover, pursue and achieve what is important to them. Our vision is for people with developmental disabilities get the support they need to fulfill their responsibilities and have a good life that includes family, friends, home and work.

People with developmental disabilities and their families are the center of our work. We partner with people to encourage them to maximize their potential, assume a level of responsibility according to their abilities, and secure their future. We use resources creatively and responsibly to build a community that cares about and contributes to the quality of life of its fellow citizens who have developmental disabilities.

- We believe people with developmental disabilities and their families decide how, when and to what extent they need services and support from the Board.
- We believe our staff can work in partnership with people we support and their families — assisting them in achieving a quality of life they have defined for themselves.
- We believe children and adults with developmental disabilities can make contributions to the world around them.
- We believe adults with developmental disabilities can be productively employed and spend their time in ways that are personally beneficial.
- We believe people with developmental disabilities should be afforded opportunities to choose where and with whom they live, consistent with the financial resources available to them.
- We believe that it is important for people with developmental disabilities to be good neighbors.
- We believe people with developmental disabilities can live, learn, work and pursue their interests and hobbies in the same ways and in the same places as their peers, and that the role of the LCBDD and its contracted providers is to promote and support this effort.

Purpose

LCBDD is seeking proposals from eligible applicants to provide therapeutic and intensive residential supports for youth in an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID) setting to prepare them for a successful return home, as well as, improve

outcomes for youth with intellectual and developmental disabilities and significant behavioral challenges and their families.

Project Background

In 2017, LCBDD attempted to develop a shared multi-system youth model with local community partners, including Children's Services, Children and Families First Council, Mental Health, and the courts. However, these efforts were met with challenges related to respective system rules and budget constraints. In 2018, LCBDD was fortunate to receive a grant to provide youth services. The grant was used to provide in-home supports in order to reduce out-of-home placements. In 2019, LCBDD was the recipient of a second grant that specifically focused on in-home respite for youth. During those two grant periods, we learned what families and individuals were struggling with and the level of supports they needed to regain what they would describe as normalcy. LCBDD is also piloting an in-home youth respite program utilizing independent providers, which was awarded grant funding in 2022 to support some of the costs associated with the program. The purpose of this program is to prevent out-of-home placement, as well as, to determine the pay rate necessary to attract and maintain provider staff to serve multi-system youth.

In 2018, LCBDD began planning the construction of a six-bed ICF-IID which we would lease to a provider for an agreed upon amount of time with the provider becoming the owner at a later date. The provider would be responsible for securing ICF-IID beds for this home. This plan changed in 2019, when LCBDD discovered they were named the beneficiary of the Good Family trust. Upon exploring the parameters for the use of the fund, LCBDD learned one of the wishes of the family was to construct or purchase a home to serve people with developmental disabilities, just as the family's son had received throughout his life. With these directives, our plan was altered.

In order to move forward with our initiatives to develop needed resources to serve youth in Licking County and out of respect for the family's wishes, LCBDD began the planning for the new home. LCBDD contracted with a builder to construct a six-bed home, which was dedicated in September 2021. With the supply chain challenges, the original date of opening the home was pushed back to November 1, 2021. This created a challenge regarding the ability to maximize the ICF-IID rates to a level suitable to serve the youth who would be receiving services at the home; therefore, LCBDD elected to utilize the home for interim planned services to serve up to four youth for which we would pay locally for the services until we could get the home licensed as an ICF-IID targeted for no later than October 1, 2022.

In February 2022, LCBDD purchased twenty-four (24) ICF-IID beds with six (6) of those being utilized for this project. As a result of this change in circumstance, LCBDD determined the

appropriate course of action was to circulate a request for proposals for the purpose of provider selection.

Eligible Applicants

Medicaid-certified ICF-IID provider willing and able to serve as the provider of services for up to six (6) youth with intellectual and developmental disabilities and significant behavioral challenges.

Minimum Qualifications

The Medicaid-certified ICF-IID provider must employ adequate staff required in order to meet the needs of the residents at the ICF-IID, as well, as licensure and Medicaid requirements. The foregoing includes, but is not limited to, nursing, therapy (individual, group, family), Psychiatry, Psychological, behavioral management/consultation, case management, counseling and QIDP.

Applicants shall not be subject to an “unresolved” finding for recovery under Section 9.24 of the Ohio Revised Code.

Scope of Work & Deliverables

The Provider will serve as an independent contractor, manage, supervise and operate the ICF-IID in accordance with Ohio Administrative Code Chapters 5123-7 and 5123:2-7. The ICF-IID will serve up to six (6) individuals with developmental disabilities who qualify for and require the services of an ICF-IID. The resident care shall be provided in accordance with each resident's Person-Centered Plan and shall ensure that the needs of each resident are met in accordance with 42 Code of Federal Regulations (CFR) Subpart D and Ohio Administrative Code (OAC) 5123:2-3-03 and all other applicable federal and state laws, as now in force or as hereinafter amended.

Care for the residents shall include:

- 1) Staffing meeting the requirements of 42 CFR 483.430, OAC 5123:2-3-04 and the agreement;
- 2) Active Treatment as required in 42 CFR 483.440, OAC 5160-3-05;
- 3) Behavior Management meeting the requirements of 42 CFR 483.450, OAC 5123:2-2-06;
- 4) Health Care Services meeting the requirements of 42 CFR 483.460, OAC 5123:2-6;
- 5) Housing meeting the requirements of 42 CFR 483.470 and applicable state and local standards, and the requirements of the agreement;
 - a. Provider will fund repairs to the home, furniture, and appliances resulting from damage from individuals receiving services and/or Provider's staff or contractors
 - b. Provider shall make no alterations or additions to the property or physical structure without the expressed written consent of LCBDD
- 6) Food and nutrition meeting the requirements of 42 CFR 483.480;

- 7) Transportation services defined as transportation to and from the facility in accordance with OAC 5123:2-1-03;
 - a. Provider will ensure transportation to and from the youth's school district as scheduled
 - b. Provider will ensure adequate vehicle supply to provide transportation services
- 8) Related support services and other services necessary for the health, safety and welfare of an individual with developmental disabilities, as set forth in the Resident's Person-Centered Plan OAC 5123:2-3-03.
- 9) Provide transportation, which will include routes to and from each child's home school district, as needed and appropriate; and
- 10) Bill all services and supports to Medicaid at the allowable per diem rate.

Funding

Medicaid at the allowable per diem rate to be supplemented only as provided by the Ohio Department of Developmental Disabilities or as allowable through Medicaid. Start-up funds are available to support the selected provider's transition as the operator of ICF-IID services for the home as outlined in their proposal not to exceed \$20,000.

Submission Process & Deadlines

Proposals and supporting documentation must be submitted electronically to RFP.YouthICF@lcountydd.org no later than 4:00pm, August 8, 2022. Subject lines of emails must contain the applicant's organization name and "Youth ICF-IID Services RFP".

Timelines:

Stage	Deadline
Requests for Clarification due to LCBDD	7/18/22
Clarification from LCBDD due	7/25/22
Proposals due to LCBDD	8/8/22
Estimated Notification of Award	8/15/22
Estimated Start Work Date	9/26/22

Inquiries:

All inquiries regarding this RFP must be provided in writing only via email to RFP.YouthICF@lcountydd.org. Inquiries must be submitted no later than 9:00am 7/18/22. LCBDD will respond directly to the sender of those emails. Subject lines of emails must contain the applicant's organization name and "RFP Inquiry".

Selection Process

Proposals will be selected using a competitive process. LCBDD shall not consider proposals received after the submission deadline, or for any other requirement identified in this RFP that is not met. Eligible proposals will be reviewed and scored by a Proposal Review Committee.

Other Requirements

Communications Prohibited

From the issuance date of this RFP, until a contract is awarded, there may not be communications concerning the RFP between an applicant who expects to submit a proposal and any employee of LCBDD involved in the issuing of the RFP or other person who is in any way involved in LCBDD's design and implementation of these services.

The only exceptions to this prohibition are communications provided through the inquiries process, described above, and interviews conducted by LCBDD, as described below. LCBDD may communicate with applicants in order to assist with certain technical difficulties and inform applicants when proposals are received.

Interview

Applicants may be requested to participate in an interview as part of the evaluation process. LCBDD reserves the right to select from responding applicants for interviews and may not interview all applicants submitting proposals. The applicant shall bear the cost of travel to any scheduled interview.

Proposal Costs

Cost incurred in the preparation of this proposal and any subsequent the agreements are to be borne by the applicant. LCBDD will not contribute in any way to the costs of preparation. Any costs associated with proposal review interviews will not be LCBDD's responsibility.

Proprietary Information

All proposals submitted shall become the property of LCBDD. All information submitted by the applicant will be considered to be public information unless the applicant specifically demonstrates, in writing, which information it considers to be proprietary. "Proprietary information" is information which, if made public, would put the applicant at a disadvantage in the market place and trade in which the bidder is a part. Consequently, any assertion of the "proprietary" information must be clearly identified and the basis of the assertion must be included. It is not adequate for the applicant to simply state that disclosure of the information will put it at a disadvantage in the market place. LCBDD will make the final decision as to whether information is "public" or "proprietary".

Contractual Requirements

1. Any the agreements resulting from the issuance of this RFP are subject to the terms and conditions as provided in the agreement. The information contained in the RFP and in the proposal submitted by the selected applicant shall be considered part of the agreement.

2. The agreement shall be contingent upon the execution of and congruent with the provisions contained in an additional separate lease the agreement.
3. Payments for any and all services provided pursuant to the agreement are contingent upon funding availability.
4. All aspects of the agreement apply equally to work performed by any and all contractors.
5. The selected provider, and any subcontractor, will not sue or disclose any information made available to them for any purpose other than to fulfill the contractual duties specified in the RFP. The selected provider, and any subcontractor, agrees to be bound by the same standards of confidentiality, including federal and state statutory and regulatory requirements that apply to the employees of LCBDD and the State of Ohio.
6. The selected provider will accept such responsibilities and agrees that it shall: (i) faithfully perform its duties and requirements hereunder, and (ii) supervise and direct the management and operation of the ICF-IID in an efficient manner. All communications between LCBDD and the selected provider shall be directed to such person or person as are specifically designated by LCBDD as its Authorized Representative(s).
7. The selected provider will operate and maintain the ICF-IID in an efficient manner and shall use sound administrative, accounting, budgeting, operational, sales, advertising, personnel and purchasing policies and practices, so long as they are in compliance with the provider's obligations under the terms and conditions of the agreement. The selected provider shall undertake, do and carry out, directly or through such agents or independent contractors as the provider may engage, all acts and things as provider may deem necessary or advisable for the proper operation and maintenance of the ICF-IID including, without limitation, the following activities:
 - a. **Employees.** The provider shall hire, pay, supervise and discharge the personnel or independent contractors necessary to properly operate and maintain the ICF-IID. All persons employed at the ICF-IID shall be hired as employees of the provider and compensation of such employees shall be the responsibility of the provider.
 - i. The compensation (including fringe benefits) of all personnel will be the responsibility of the provider and in compliance with all applicable federal/state wage and hour regulations.
 - ii. The provider will pay for all compensation (including fringe benefits) payable to the on-site management, and all personnel, and for all local, state, and federal taxes and assessments (including but not limited to, social security taxes, unemployment insurance, and worker's compensation insurance) incident to the employment of such personnel.
 - iii. All staff required in order to meet the needs of the residents at the ICF-IID as well as licensure and Medicaid requirements, are to be provided by the provider. The foregoing includes, but is not limited to, nursing,

- therapy (individual, group, family), psychiatric, psychological, behavioral management/consultation, case management, counseling and QIDP.
- iv. The provider shall employ and schedule staff in sufficient numbers as will meet Medicaid requirements and applicable law.
 - v. The provider shall employ staff or independent contractors with sufficient background, experience, and skill level, and will provide staff training in accordance with Medicaid requirements, applicable state law and each individual's unique needs.
 - vi. The provider shall conduct background checks in accordance with OAC 5123-2-02 to not knowingly employ staff who fail to meet the requirements set forth in these rules.
 - vii. LCBDD reserves the right to refuse services from any of the provider's employees. LCBDD prohibits any services to be provided by an immediate family member of a person receiving services at the Good Family Home. For purposes of the agreement, "immediate family" is defined as: mother, father, brother, sister, child, spouse, significant other, grandparent, grandchild, mother-in-law, father-in-law, spouse's grandparent, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, first cousin, step-parents, step siblings, and step-children, legal guardian, or other person who stands in place of a parent of a person receiving services.
- b. **Contracts and Purchases.** Except as otherwise provided in the lease, the provider shall enter into such contracts and shall make such purchases as Provider determines to be necessary or advisable for the furnishing of all items outlined in OAC 5123-7-09 (F) for the maintenance and operation of the ICF-IID. The provider shall assure that such contractors meet all local, state and federal rules, laws, requirements and regulations applicable to the ICF-IID/Provider. This shall include but not be limited to the completion of criminal background investigations on all contractor staff to the extent required by law.
 - c. **Operating Procedures.** In the operation of the ICF-IID, the provider shall utilize the procedures, systems and controls, together with associated forms, which have been developed by the provider for the purpose of providing effective management techniques and functions for the benefit of similar ICF-IIDs. The provider shall utilize such current techniques and directives which are appropriate to maintain operating efficiency at the ICF-IID. The provider shall furnish to the ICF-IID any improvement in techniques, procedures, systems and controls which may be developed or utilized from time to time by the provider in managing facilities similar in character to that of the ICF-IID. The provider shall do all other things necessary and reasonably proper to maintain quality of resident care and service, to maintain efficient operation of the ICF-IID and to

satisfy all local, state and federal laws, rules, requirements and regulations applicable to the ICF-IID.

8. Admissions and discharges to the ICF-IID by the provider shall be made as set forth in the agreement, but in all cases shall be made in accordance with applicable laws. The provider shall conduct a pre-admission review in accordance with the requirements of OAC 5123:2-3-05. All residents shall require an ICF-IID level of care as defined in OAC 5123-8-01 or shall be identified as a person in need by LCBDD. The provider and LCBDD will work collaboratively in regards to all admissions and discharges. The provider shall admit and discharge residents in accordance with the provider's best clinical judgement and in all cases in a manner consistent with applicable federal and state laws and regulations.
9. The utilization of the ICF-IID shall be exclusive to residents of Licking County unless determined otherwise by the LCBDD. In determining the appropriateness of a referral for placement at the ICF-IID, LCBDD and the provider shall consider the population of the ICF-IID, the active treatment and services of the ICF-IID, and the care needs of the referred individual. In the event of a pending or actual vacancy, the provider shall notify LCBDD within two working days of the existence of the pending or actual vacancy.
10. The provider shall discharge residents who no longer need an ICF-IID level of care (or as otherwise required by law), and/or who the provider believes, in good faith, and as required for the good of the ICF-IID and its residents, should be discharged.
11. The provider agrees to cooperate and lead in the development of a single service plan for each resident of the ICF-IID. Such plan shall identify the services and supports for all areas of the individual's life. The provider agrees to promote communication among team members by providing and facilitating the sharing of all consumer information, as needed by the team.
12. The provider shall ensure that resident rights are protected as set forth under applicable federal and state law, including, but not limited to rights set forth in 42 CFR 483.420, and Licensure Rule 5123:2-3-06. The provider shall provide notice of rights to the resident and to the family, guardian and/or legal custodian, as required under law.
13. The services provided by the provider through the agreement are specific to individuals served by the "The Good Family Home" and do not affect other services already agreed by LCBDD and provided by the provider.
14. Indemnify and hold harmless the county, LCBDD, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the provider, any sub the agreement or to the Provider, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. The obligations of the provider

under this Subsection B.6. shall survive termination or expiration of any resulting agreements.

Ethical and Conflict of Interest Requirements

1. No individual, company, or organization seeking selection for this RFP shall promise or give to any LCBDD employee any item of value that is of such character as to manifest a substantial and improper influence upon the employee with respect to their duties.
2. No individual, company, or organization seeking selection for this RFP shall solicit any LCBDD employee to violate any of the conduct requirements for employees.
3. Any selected provider acting on behalf of LCBDD shall refrain from activities that could result in violations of ethics and/or conflicts of interest. Any potential applicant who violates the requirements and prohibitions defined her or of Section 102.03 or of Section 102.04 of the Ohio Revised Code is subject to termination of the agreement or refusal by LCBDD to enter into an agreement.

Obligation

Neither this RFP nor any applications received in response to this RFP shall create any obligation on the part of LCBDD to enter into an agreement with any applicant. The award of any the agreement as a result of this RFP shall be at the sole discretion of LCBDD. LCBDD may amend, modify, withdraw, or terminate this RFP at any time.

Assurances

Compliance with Federal, State, and Local Laws

The selected provider shall comply with all applicable federal, state, and local laws and regulations in the conduct of the work hereunder.

Drug-Free Workplace

The selected provider agrees to comply with all applicable state and federal laws regarding a drug-free workplace. The selected provider shall make a good faith effort to ensure that all of its employees, while working on LCBDD property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment

Pursuant to Ohio Revised Code Section 125.111, the selected provider and any subcontractor, and any person acting on its behalf, will not discriminate, by reason of race, color, religion, sex, age, disability, national origin, sexual orientation, veteran status or ancestry against any person qualified and available to perform the work under the agreement. The selected provider shall comply with all applicable federal, state and local requirements regarding the non-discriminatory hiring, fair employment practices, and wage/hour standards.

Ethics Laws

The selected provider, and any subcontractor, is currently in compliance and will continue to comply with the requirements of Ohio Ethics law as provided in Chapter 102 of the Ohio Revised Code and Executive Order 2019-11D.

Election Laws

The selected provider, and any subcontractor, is currently in compliance and will continue to comply with Ohio Elections law, Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code.

Findings for Recovery

The selected provider, and any subcontractor, is not subject to an “unresolved” finding for the recovery under Section 9.24 of the Ohio Revised Code. If this warranty is deemed to be false, the agreement is void and the party who is subject to the finding must immediately repay to the other party any funds paid under the agreement

Health Care Laws

Neither the selected provider nor its employees are excluded from participation under any federal health care programs. The selected provider shall notify LCBDD of any exclusions or other adverse action within five (5) business days of learning of such exclusion or adverse action.

Location of Services Performed

The selected provider shall comply with Executive Order 2019-12D and will perform no services required under the agreement outside of the United States. No services shall be changed or shifts to a location(s) that is outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the agreement and the selected provider shall immediately return to LCBDD all funds paid for those services. In addition, if the selected provider or any of its contractors perform any such services outside of the United States, LCBDD may at any time after the breach, terminate the agreement upon written notice to the selected provider. LCBDD may purchase substitute services from a third party, and LCBDD may recover the additional costs associated with acquiring the substitute services.

The selected provider affirms, understands, and agrees to immediately notify LCBDD of any change or shift in the location(s) of services performed by the provider or its subcontractors under the agreement.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Covered Subcontractor Transactions

The prospective selected provider certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Proposal Checklist

The following items must be **clearly labeled** and submitted to LCBDD in order to be eligible for consideration:

- ☐ Responses to the Required Questions
- ☐ Budget and Budget Justification Summary to include requested start-up funding not to exceed \$20,000
- ☐ Statement of support and acceptance of all terms by the head of the applicant organization

Scoring & Required Questions

Proposals may be awarded up to 100 points:

- Budget (20 points): All applications must include a budget and budget narrative. The budget should be based on the service plan, strategies, and timeline.
- Required Questions (80 points): Applicants shall answer the following required questions. The point value for each question is identified below.
- Proposals should be no more than 20 pages in length.

Please provide answers to the following questions.

1. (50 points) Describe your agency's philosophy, approach to, and history of supporting children and youth with intellectual and developmental disabilities and significant behavioral challenges and their families, including but not limited to:
 - a. Years of experience with this population;
 - b. Total youth being currently served;
 - c. Breakdown of currently living arrangement(s) for youth with complex behavioral health needs and I/DD;
 - i. Family home;
 - ii. Institutional out-of-home placement (e.g. residential treatment center, developmental center, ICF-IID.);
 - iii. Foster care/treatment foster care; and
 - iv. Other (please describe).
 - d. Approach to and/or philosophy of funding services for youth and families;
 - e. How your agency engages and supports youth and families;

- f. Experience collaborating to support youth and families when a youth is in custody of children's services;
 - g. Experience providing ICF-IID services;
 - h. Use of seclusion, restraint, or other restrictive measures;
 - i. Approach to and/or experience with successful transition to less restrictive settings;
 - j. Additional training required by the agency over and above DODD required training, in order to have the skills necessary to work with the target youth and families;
 - k. Type/level of Trauma-Informed Care training staff and administrators receive; and
 - l. Any specialized staff or services the provider currently accesses (i.e., psychiatry, psychology, social work, occupational/speech therapies, board certified behavior analyst, etc.);
2. (30 points) Describe your agency's staffing plan for this site, including:
- a. Key staff involved
 - i. Their names, current roles, and relevant backgrounds; and
 - ii. Any staff and/or consultants that will be retained or recruited to assist in this effort, their role, relevant background, and responsibilities.
 - b. Agency communication structure (i.e., how does your agency keep everyone on the same page)
 - c. Methods for staff recruitment

Approved as to Form: Aust. C. Leckie, A.P.A.