

1. I printed out the FY2019 contract, Attachment B List of services and rates and the application. In the contract, it refers to Attachment A regarding compensation amount and also Attachment C- Is this something that hasn't been sent out yet?

The attachments will be posted at the time of release of the RFA.

2. Does total number served mean the duplicated number? For ex) if Kelli has a group of 100 kids every Monday for 9 weeks at YSCC we say she has 100 kids NOT 900 kids. To me the duplicated number or the total number is 900 the actual number is 100.

We like the unduplicated number best; you can list both of them, but the unduplicated is required.

3. Unless we travel more than 30 miles one way we are unable to be reimbursed for mileage through the OJA contract, is this correct?

OJA is reviewing the travel section and will be updating the criteria for billable travel.

4. Will an attendance sheet verified by the teacher be acceptable for our groups that are not Botvin? My concern is the limited time we have with students and the younger the client (third graders) the longer it takes for them to write their name.

Yes. All school groups need a sign-in sheet and the signature of a school representative.

5. What is the assessment instrument and when will we have access to it relating to children placed in shelters?

The assessment is in the process of being developed with input from YS agencies.

6. Please clarify "selling beds". Currently, at YSCC we are licensed for 12 beds, but at a cost reimbursed rate for 5 beds through OJA. However, we use Tulsa Area United Way funds and money raised through fundraisers to pay for any beds we go over 5. Is this what you mean by "selling" beds?

Any beds sold over the OJA contracted bed amount will need to be reported to OJA.

7. Please clarify CIC role. Creek County does not have a CIC. However, we housed 22 children last year that were brought in by their parents and/or police. They stayed anywhere from 24 hours to a few weeks before returning home. I believe a couple only

stayed long enough to eat and shower before unfortunately running away (don't worry we reported it). Are these children considered CIC?

This is only meant for those agencies that HAD a CIC and still tried to continue providing that service to their communities through the shelter.

8. Is it possible to have a place in JOLTS for pre/post test scores of assessments we use?

JOLTS questions are things we are working to include.

9. Is it possible in JOLTS to track clients in the shelter that discharged with and without a 48 hour notice?

JOLTS questions are things we are working to include.

10. Is it possible in JOLTS to track our acceptance/denial/no show rate in our shelter?

JOLTS questions are things we are working to include.

11. Will there be a place in JOLTS to document the level of care of shelter clients and upload the required documentation/proof?

Yes, OJA continues to work on the programming in JOLTS. Notification will be given when the project is completed.

12. If my agency is in the process, working on policy and procedures, to apply for OKDMHSAS certification does that jeopardize my RFA award?

No

13. What score is sufficient to pass? If I score deficient and am allowed a face-to-face interview will OJA allow a performance improvement plan or does my agency not get a contract as of August 31, 2018?

The scoring criteria will be updated in the RFA when released.

14. Please clarify the NOTICE: Any violations of the Contract language requiring shelter operations be available 24/7 365 that did not have prior written approval from CBS Division will result in either non-payment or reduction of payment. Do you mean I need to ask that we can be open 24/7 365? Or do you mean if we lock the door to take the clients on an outing and no one is physically in the building then we need written

permission. We do forward phones and an on-call staff is within 15 minutes of the building to come in while kids and staff are on outings.

When you take the kids somewhere, you are still providing shelter services, and you always will have someone available to talk or answer the phone. That means there is no disruption of services. You don't have to ask to be open, the contract says that shelter services will always be available.

An example of stopping shelter services that you would get permission ahead of time would be something like: the water lines broke and it will be 4 days before they can be fixed. Since we can't have kids in a place without water, an agency would then be contractually obligated to inform us of the need to shut down services for that time.

Examples of violating this clause would be:

Shutting down the agency for a week and having no one to answer the phone and not offering shelter services at all.

Telling DHS that all kids have to be removed by Friday because the agency is giving the staff a weekend off.

Shutting down for the water lines (in the example mentioned above) without informing us.

15. In shelter if we are contracted for 5 beds and have more than 5 kids are we allowed to bill for those children?

No, you will only be paid for contracted utilized beds.

16. Core Community Based Youth Services p.4 C Title: Counseling- Will a billing allowance be made for master's degree counseling students participating in an accredited university or college program serving the agency in a supervised internship program?

EFC currently has a strong internship program of master's track students. These students are not only supervised by licensed staff at our agency, but also obtain supervision by graduate college faculty at their university.

This partnership EFC has with colleges and universities has allowed us to professionally train possible employment candidates for our agency and the mental health profession. Prohibiting these master's level students the ability to bill for services jeopardizes this agency's ability to provide the same level of services to the community.

The Master's interns from counseling or clinical social work programs from accredited universities can provide counseling. They are completing their training in psychotherapy and we accept that level of counselor in a similar fashion to the way we accept counselors under supervision for licensure at the licensed level. There would only be an issue if an intern was NOT in a counseling program; i.e. business management, education, stuff like that. The process of approving these will be the same process we already have in place; a JOLTS Logon Authorization would be submitted to us along with a current transcript that illustrates where they are in their program.

17. Draft copy of FY'19 contract p. 18 #8 Fee for Services-Our previous contract stated "The contractor shall document how fees collected are utilized to improve or increase service provisions." This statement is not included in the FY'19 contract. Will there be a way for agencies to justify why a sliding scale fee for services might be beneficial to improve client outcomes?

Yes, continue to document your process.

18. As part of the application process, agencies must document the number of times 1 FTOP surveys have been completed by the clientele. Is documentation from OSU personnel sufficient for times 1 of the FTOP surveys?

Yes

19. Will a needs assessment completed for FY'18 be sufficient documentation because our FY'19 one will not be completed until our annual board meeting in August of 2018?

Yes

20. I am concerned that because we are not already DMH certified/approved through OHCA we will not be awarded a contract. I submitted an application in 2016. Pulled the application and will reapply in July.

Documentation of the efforts to become certified should be noted. This will not determine a contract being awarded.

21. Was the correct draft RFA posted? Youth Service Agencies were REPEATEDLY assured during the meeting on Thursday, June 12th that we would be surprised at how simple the application process would be AND how the information requested had been greatly

reduced at Director Buck's request. These statements stand in stark contrast to the draft RFA currently posted.

Yes, after reviewing submitted questions OJA will be updating the RFA.

22. Page 4- Section D: Life Skills "services must be provided in a classroom or school-based setting". Can we not bill for life skills groups in the shelter?

OJA will define Botvin Life Skills and Life Skills group not performed in a classroom setting. These groups provided in a shelter or group setting will be billable under Community Based Prevention.

23. Page 5- "travel rate will now be paid for any prevention services provided and documented. **This rate will be triggered when the travel to serve youth exceeds 30 miles in each direction.**" Is this saying that travel lesser than 30 miles one way for prevention will not be eligible for payment?

OJA is reviewing the travel section and will be updating the criteria for billable travel.

24. Page 5- "The decision regarding the appropriate Tier for each shelter youth will be made by the CBS program manager". Is that our program manager or OJA's?

The decision will be made in collaboration from OJA Program Manager and YS Shelter staff.

25. Page 5- "There will be a Successful Completion Rate paid for all youth who complete programs successfully and/or achieve successful discharge awarded retroactively as quarterly data is processed." What is your definition of a "successful discharge/successful completion"?

This criteria will be removed and developed at a later date.

26. Page 5- "agency licensed staff to evaluate the level of need". Our shelter director has a master's degree in education with emphasis on counseling and has an MST provider background. Using the current language on page 5, would she not be able to utilize the "assessment instrument" to evaluate the level of need? Could the current language be amended to include someone with this level of experience and education?

OJA will remove the language "licensed" and will update in the RFA.

27. Page 7- "Any shelter stays with duration shorter than 12 hours will result in an hourly pro-rated amount upon the TIER LEVERL 0 rate". Using this stipulation, if we accepted a 15 year old, non-verbal child on the autism spectrum who is in diapers, and kept him/her

for 10 hours while they await placement, we would receive less than \$10.00 to provide one on one care for the whole day. To help alleviate the issue of children sitting in offices for extended periods of time, we request that this be changed to something like "Any shelter stays with duration shorter than 12 hours will result in an hourly pro-rated amount upon the assessed and appropriate TIER LEVEL and associated rate". In other words, if a child is a level 4, we should get paid at the level 4 rate, prorated for the amount of time they are within our care.

The RFA will be updated with language that the stay and tier to be payed will be determined on a case by case basis.

28. Page 6 and 7- Just to clarify, under each Tier description it says "Documents accepted" and then a list. Would we have to have all, or are these just all acceptable ways to document the appropriate tier level?

The list just serves as examples of documentation.

29. Page 13- On shelter question Number 10, we are going to need somebody to look back through records? If so, this does not say how far back to look. Please provide clarification. "include report of time frame, and details for each discharge that occurred with less than 48 hours of advanced notice." When youth leave with less than 48 hours' notice, it is most likely because of highly elevated safety concerns. A "report" of each of these occurrences may be unreasonably burdensome depending up how far we would be asked to look back and report on. (We currently give *a bi-weekly update via e-mail to case workers including: date admitted current discharge date, and behavioral report. Given these bi-weekly reports, caseworks are alerted of escalating behaviors prior to an "emergency discharge".*)

This will be removed from the RFA but shall be tracked by agencies when the new contracts are released on October 1, 2018.

30. Page 15- Budget section is very vague. "budget information must be provided as requested." Does this mean overall board approved agency wide budget? We do not understand why you would you need program specific budgets for a fee for service/rate based contract.

We only need detailed budgets for the periods and programs that fall under cost reimbursement.

31. Page 19 of rate sheet attachment- For community development, it says "Agency Director" is charged at a rate of \$20/15 min. Does that mean Executive Director or anyone in the agency with the title of Director? For example, a "Community Programs Director".

This would be any documented director within the agency providing community development.

32. In Attachment B, it doesn't show any payment for Bachelor's degree individual, group, or family counseling but on the summary of service rates, it does. Please clarify.

Attachment B IS the Summary of Service Rates, and Bachelor's level providers may not perform Individual, Group, or Family Counseling in the upcoming year. They can perform Intakes, Treatment Plans, Crisis Intervention, Case Management, Community Based Prevention, and Behavioral Rehabilitation services.

33. In rates "attachment B", it doesn't have any details about the Independent Living services. Please clarify/provide more information.

Independent living is billed through CARS program rates.

34. It looks like we will have a chance to get reimbursed for the Botvin. Is this on top of our regular allotment or will it be included in our current allotment?

The minimum amount for Botvin is the \$10,000 that was given to agencies. YS agencies can add additional funding as they have in the past.

35. Can you please provide clarification on the catchment areas? Are they still the same? If so, are YS agencies able to bid on more than one? Are YS agencies able to bid on portions/segments of other catchment areas, or do they have to bid for the whole area?

Catchment areas are the same. The list of Catchment areas will be available on the OJA website.

36. Can you please further explain if there is a rate cap? If so, will that currently be the same as our current contract allotment?

Yes, there is a rate cap. For FY19 it will be the same as FY18 with a few changes as a result of agencies no longer providing specific services.

37. When you say "unspent" funds, does that mean have funds been returned to OJA, or does that also include funds that may have been moved to another line item, such as CARS dollars?

Unspent just means the money from the allocation that wasn't used or moved, so it doesn't count the money you had moved with a budget revision prior to the end of the year.

38. There is reference to “youth under the age of 18” in the intro paragraph, but we often get referrals from OJA for young adults. Does this mean the services are not funded for youth that are over 18?

You can still serve youth who are over 18 or who turn 18 while in services if they are receiving services under this contract.

39. When life skills is referenced, does that include those taught in a classroom-like setting that may not be in the school? For example, if we are doing life skills for an Alternative to Suspension Program at our facility, would life skills programming count as Life Skills in the contract?

The Botvin LST is a classroom-based service, but it sounds like your Alternative to Suspension Program might count; I'd probably need more information to know for sure. Any other life skill curriculum other than Botvin can be done in any setting and would be billed as a Community-Based Prevention Group.

40. When you reference reimbursement for “completed the program successfully,” what does that mean?

This criteria will be removed and developed at a later date.

41. Will there be flexibility in year 2 and 3 of the contract for added programming and/or amended budgets that are changes as a response to a community need?

There are always been a process that allows agencies to adapt to changing needs and/or programs. In this last year, there have been several agencies that proposed new plans for programs or changing their resources or funds. We evaluate these and if we approve these, they are treated as modifications of their existing RFA.

42. The host home program will receive the base-fixed rate amount. What is the base-fixed rate amount? It was briefly mentioned on Thursday, June 7th at the OAYS meeting with OJA that there could possibly an additional RFA for host homes to be released. Can you provide me more information regarding this? When? What is the intent behind an additional host home piece?

By definition, host homes are very different in cost structure. With cost reimbursement that distinction didn't matter. One agency will be awarded through their OJA contract, the responsibility of managing the host home program statewide. To be cost effective, there will need to be an average of 7 (up to 16) host homes utilized during the contract period. The two rates for host homes are as follows: \$39.60 per bed per day and \$119.14 per day total for managing the host home program. If the host home section of

the RFA can be completed before the RFA is issued, it will all be in one RFA, otherwise, it will be issued as a separate document.

43. Can you give me some examples of evidenced based models used for shelters or host home programs?

Evidenced based models for host homes or shelters is not a requirement of the RFA.

44. My annual local referral agreements have not expired yet (signed in September 2017) do I need new agreements signed prior to submission?

No, those will work. Include copies of most recent Annual Local Referral Agreement. No points will be awarded if the Agreement is not dated and signed.

45. I am very interested in Alternative to detention plan, reentry plan, and emergency preparedness plan. I feel that it will take me a full 6 weeks to write this RFA. Can there be an extension to these items? I would like the opportunity to strategize research and formulate some ideas.

Not at this time, but there is no reason that we cannot consider such programs after the initial contract is entered into. We encourage you to pursue this. Take whatever time necessary and will consider modifying the contract and/or include in next year's contract.

46. Will more information be provided about the submission process? It was mentioned on Thursday, June 7th that we would submit online. Can this process be described in detail?

OJA will provide instructions upon the release of the RFA.

47. Can more information about the budget submission be released? It was mentioned on Thursday, June 7th that we would submit 2 budgets. Can this process be described in more detail?

There will be a budget for the first 6 months that is very much like previous year's budgets except there will be an additional program column for FTOP. The 2nd budget will be requested later in the fiscal year as soon as all rates have been officially approved.

48. What is the value of asking for 5 years' worth of old data? Annual Reports and old RFA's have already been submitted with previous years' work.

This information is being required due to YS agencies not submitting complete or accurate Management/Annual Reports.

49. Is OAYS going to be involved in any of the negotiation process?

Yes, OJA will request OAYS input on the final contract. OAYS is also welcome to provide questions and comments at any time.

50. Define a deficient range as stated on page 1 Section III.

The scoring criteria will be updated in the RFA when released.

51. Should OJA collaborate with OAYS in the event that there are counties or areas for which there are no successfully awarded contracts? Page 1 Section III.

Yes, this will be the process.

52. Page 2 Number 1 Contractor Qualifications: Agency Website with complete information. What defines complete? Is there a rubric with all the information that is supposed to be on an agency website?

No, there is no rubric. This is a general question about your agency. This question will be reframed to include social media accounts.

53. Page 2 Number 2 Needs Statement: Include documentation of community feedback, support, appreciation, etc. What is appreciation? Provide examples.

Appreciation is defined as recognition and enjoyment of the good qualities of someone or something. An example would be an award given to your agency for the work you do in the community.

54. Succession Planning-true succession planning with board interaction/input can take months. What are your expectations regarding this statement.

This question is asked every year during a contract monitoring visit. This should be in place currently in your agencies.

55. Regarding programs needing an evidenced based model. Is this true for host homes and shelter? What are some examples of evidenced based models for child placing agencies.

Evidenced based models for host homes or shelters is not a requirement of the RFA.

56. Page 12 Under CARS services, ITSP and YLSI's why is that relevant to our RFA? If we say no, will we be docked for JSU's lack of documentation? What is the intent on asking this question? Would it not be more relevant to discuss at a contract monitoring visit?

OJA policy and YS contracts state that these documents will be provided. There is no penalty for the lack of documentation. This question is asked during the contract monitoring visit. The intent is identify areas of the state that so that CBS can assist with strengthening the partnership and collaboration.

57. In the meeting on June 7th, it was discussed to prepare 2 budgets. However, that is not mentioned in the application. Please provide more information regarding the 2 budgets.

There will be a budget for the first 6 months that is very much like previous year's budgets except there will be an additional program column for FTOP. The 2nd budget will be requested later in the fiscal year as soon as all rates have been officially approved.

58. Define Successful Completion Rate. Who determines this? Sometimes JSU unilaterally decides to close cases for various reasons. Sometimes unsuccessful but not necessarily for YSA reasons. How will these cases be looked at?

This criteria will be removed and developed at a later date.

59. Lots of questions about financial planning, turnover rates, personnel goals could be addressed at the contract review.

These are addressed during the contract review.

60. Why is OSU FTOP data relevant to this RFA?

Amid the growing importance to have outcome data that PROVES that our work is effective at helping youth and families, it is crucial that we develop some data that can statistically demonstrate the value of the FTOP program; data that will reflect the changes we see occurring in youth and families. The OSU Program Evaluation is working to provide that data, which is something that OJA embraces. Agency participation in the OSU Program Evaluation was added into the OJA Contract in 2 years ago. Agency participation in efforts to build a body of data that can show the progress that youth and families make in FTOP is something that benefits everyone; youth and families across the state, Youth Service agencies, and OJA's commitment to preventing and diverting youth from future juvenile justice involvement.

61. Define base fixed rate amount regarding "host homes will receive the base fixed rate amount. That rate is not mentioned in the RFA.

By definition, host homes are very different in cost structure. With cost reimbursement that distinction didn't matter. One agency will be awarded through their OJA contract, the responsibility of managing the host home program statewide. To be cost effective, there will need to be an average of 7 (up to 16) host homes utilized during the contract period. The two rates for host homes are as follows: \$39.60 per bed per day and \$119.14 per day total for managing the host home program. If the host home section of the RFA can be completed before the RFA is issued, it will all be in one RFA, otherwise, it will be issued as a separate document.

62. Page 5 E2: for shelter residents entering with no prior history of system involvement, there will be an assessment instrument. Is there a copy of the assessment instrument for review?

OJA is in the process of developing the assessment with input from YS agencies.

63. Page 14 Several YSA are interested in G, H, and I. However, due to the context of the RFA, time will not allow to strategize and do research in these areas. Would OJA consider an extension on G, H, I to a later date. YSA could have time to collaborate and develop some ideas in these areas.

No, extensions will not be granted at this time.

64. Travel will not be paid if it is only 20 miles?

OJA is reviewing the travel section and will be updating the criteria for billable travel.

65. RFA Process and Timeline: states contracts to begin on October 1, 2018. Should this in fact be 01/01/19?

No, the contract will start 10/01/18. Use of rates will be required starting 1/1/19

66. Application submission requirements-format and content: state all required information in the RFA electronically. Are there requirements for original hard copy signature pages etc.?

No, the RFA will be submitted electronically with instructions provided at the release of the RFA

67. FY18-19 Program Structure Changes: states there will be a Successful Completion Rate paid for all you who complete programs successfully. Will there be a rate for children which services are provided but may not complete due to unforeseen circumstances (moving, removal, advancing in juvenile justice system)?

This criteria will be removed and developed at a later date.

68. FY18-19 Program Structure Changes, page 4: Where exactly would CARS fall under this section?

No, there are no changes to CARS

69. FY18-19 Program Structure Changes, page 5: This rate will be triggered when the travel to serve youth exceeds 30 miles in each direction. This is a hardship for our agency due to the fact that we travel to many school and detention that are 12 miles or more that still must be reimbursed to our employees.

OJA is reviewing the travel section and will be updating the criteria for billable travel.

70. FY18-19 Program Structure Changes: Emergency Shelter, page 5: In reference to the \$20,000 per year at 50% utilization. We feel that this is an insufficient amount. The fact remains that the Shelter must maintain staff on site, be equipped and ready for placement at all times. We would also request the removal all together of Level 0. During a duration of placement will there be any changes in the Tier Level pay?

A change in Tier level during a shelter stay can occur. The \$20,000 is a per bed rate at 50% utilization.

71. FY18-19 Program Structure Changes, page 5-6: In reference to Tier Level for each shelter youth will our agency Licensed Therapist have influence on this rate system?

The tier will be determined by CBS Program Managers and also agency staff.

72. FY18-19 Program Structure Changes, page 5: Please define "successful discharge/successful completion."

This criteria will be removed and developed at a later date.

73. FY18-19 Program Structure Changes, page 5: Please address closed beds in reference to having to close a bed to care for a higher level child that cannot be roomed with another child. Please explain how the closed bed will be reimbursed.

Due to a higher level of care and beds being closed or taken offline, shelters will be reimbursed at the Tier 0 rate of \$22.63

74. FY18-19 Program Structure Changes, page 7: Any shelter stay rate with duration shorter than 12 hours will result in an hourly prorated amount based upon the TIER LEVEL 0 rate. We would recommend that the rate be prorated on the actual tier level of the child.

The RFA will be updated with language that the stay and tier to be payed will be determined on a case by case basis.

75. NEEDS STATEMENT, page 10: There are extreme requirements in this section labeled as “must” and feel that the changes in the category are much too detailed and the value of points that it is worth is unfair with this late of notice from OJA.

Most of the questions in the Needs Assessment/Statement were in previous RFAs. The elements listed in the scoring section will allow for recognition of well-developed agency Needs Assessment processes.

76. PROGRAM PLANS, GOALS, AND PERFORMANCE INDICATORS, page 13 question 10: Regarding the 48 hour advanced notice discharge information, we feel that this is a unreasonable request. This information wasn’t tracked except in client case notes. We would have to dedicate someone to go back through records and it isn’t clarified how far back to look.

This will be removed from the RFA but shall be tracked by agencies when the new contracts are released on October 1, 2018.

77. BUDGET, page 15: This section is extremely vague. Are you wanting program specific budgets even though it will be a rate based contract? Will you be wanting an overall agency budget? Will you be issuing a spreadsheet you want completed?

Yes, there will be a spreadsheet posted (any day now) that will look very similar to what you have seen in the past. The program budgets will only require detail for the first 6 months (July 1, 2018 to December 31, 2018). We have always requested the overall agency budget for cost reimbursement programs if expenditures are allocated to both OJA and non-OJA funded programs. Also, we want to make sure that when we provide reports to the legislature and others, the YSAs get credit for total services provided to communities.

78. Would like clarification on current rate cap? Will that be the same as the current contract allotment?

Yes, there is a rate cap. For FY19 it will be the same as FY18 with a few changes as a result of agency’s no longer providing specific services.

79. Are Host Homes going to be included in the current RFA as it says in the draft or is there going to be a separate RFA for Host Homes as you said in the meeting on June 7, 2018?

By definition, host homes are very different in cost structure. With cost reimbursement that distinction didn't matter. One agency will be awarded through their OJA contract, the responsibility of managing the host home program statewide. To be cost effective, there will need to be an average of 7 (up to 16) host homes utilized during the contract period. The two rates for host homes are as follows: \$39.60 per bed per day and \$119.14 per day total for managing the host home program. If the host home section of the RFA can be completed before the RFA is issued, it will all be in one RFA, otherwise, it will be issued as a separate document.

80. Can we use the money we currently receive for our Host Home in another service area?

A detailed plan addressing community need would need to be submitted requesting the transfer of funding from shelter to other programs would need to be submitted to OJA for review and approval.

81. Where are the administrative costs in the rates?

The Administrative cost rates are under development. A draft will provided once it has been established.

82. Is there going to be a base amount we are going to receive for each counselor?

No

83. Is there going to be a list of approved curriculum for parenting and life skills?

Yes, it will be posted on the OJA website

84. At the meeting on June 7 you said we would be able to see a client in Medicaid a couple of times a month and OJA a couple of times a month, how will we be able to enter this in JOLTS?

You would enter all the programs and enter service areas provide. It would be 2 different programs with documentation. (ex: CARS, Title XIX, etc)

85. Will all the questions and answers you receive be available to the entire group?

Yes, they will be posted to the OJA website

86. What is the format of the submission going to be?

As stated in the meeting on June 7th, it will be submitted via email. Instructions will be provided with the release of RFA.

87. Can we see parents of clients in counseling?

Yes, as you have been able too.

88. Are we now going to bill FTOP with OJA instead of OAYS?

OAYS will have to answer their billing question. FTOP will be a separate funding line in the OJA budget. A rate will be paid through Community Based Prevention. Billing will not change.

89. Is OJA/OAYS going to follow ODMHSAS regulations for Bachelors level services?

Yes

90. VII. 3 – What criteria are looking for in a succession plan?

There is not a criteria. It is for assurance that agencies have developed a plan.

91. What is the definition of “successful completion rate”?

This criteria will be removed and developed at a later date.

92. VIII. C. – What is the rationale in adopting ODMHSAS standards? These standards are based on a medical model for treatment. CBYS has a much more comprehensive scope and it is vital that we be able to respond to the community with appropriately trained personnel which do not require the level of credentials required by ODMHSAS. This includes providing counseling services, not just rehab services to those clients who do not require a diagnosis or high level of care. We also need to be able to provide a clinical setting for the training of Master’s level interns. According the current definitions, this option is not available. A suggestion is to adopt a definition for counseling for those with a bachelor level with required levels of education, experience, and/or training.

OJA will work in collaboration with OAYS to review this concern.

The Master’s interns from counseling or clinical social work programs from accredited universities can provide counseling. They are completing their training in psychotherapy and we accept that level of counselor in a similar fashion to the way we accept counselors under supervision for licensure at the licensed level. There would only be an issue if an intern was NOT in a counseling program; i.e. business

management, education, stuff like that. The process of approving these will be the same process we already have in place; a JOLTS Logon Authorization would be submitted to us along with a current transcript that illustrates where they are in their program.

93. There is continued reference to CDC. The CDC is an ODMHSAS reference. Are you referring to the Youth Data Core (YDC) that was adopted by ODMHSAS for outcome measurements?

CDC is one of the documents appropriate to establish a youth tier level in shelter care. To establish that this would be a supporting document.

94. VIII. D – Pleased to see that there is a travel rate for prevention services. What is the rationale for the restriction on distance? I am assuming this does not change the reimbursement for travel for CARS services?

OJA is reviewing the travel section and will be updating the criteria for billable travel.

95. IV. B. 6. I believe there is a typo on the last sentence. “if the Agreement is noted dated and signed”. Should be “not” dated and signed?

Yes, this is a typo that will be corrected

96. Is there a possibility of a rate for training and supervision? These are vital components in providing evidenced-based, quality services.

OJA will review this.

97. On the request for applications the format and content section outlines point assignments Contract Qualifications 20, Needs Assessment 30, Agency Goals 35, Program Plans 80, and Partnerships 10 Budget 5. Later on page 10 it repeats needs assessment, agency goals and program plans. Could we get clarification if we are to answer these sections twice as there are different questions but the same title?

The first eight pages are an overview of the scoring breakdown per section and process of the RFA. The application starts on page 9 and those questions are to be answered.

98. Can a child/young adult continue to receive services if they are still in high school/vocational school and considered “at-risk” as well as children that are 18 and still involved with the juvenile justice system? (from Request for Applications Introduction Section I)?

yes

99. In the OAYS quarterly OJA presentation there was mention of approved evidenced based curriculums on the OJA web. Where those approved curriculums would be found? This was in reference to Life Skills not needing to be restricted to Botvin? To clarify is the Botvin rate 10.51 per 15 minutes (Community Based Prevention? What if it is a Targeted group? Is there a rationale behind life skills not being able to be taught during the summertime if it includes groups other than Botvin? (page 4 request for application).

The approved list will be available on the OJA website upon the release of the RFA. Botvin Life Skills will remain a classroom based service with its own line item. Life Skills groups provided in other settings or other curriculums will continue to be billed as Community Based Prevention Groups. Targeted groups would fall under the Botvin rate if done in a classroom setting. OJA will clarify the description of Botvin and other Life Skills in to separate categories in the overview section of the updated RFA application.

100. Can the YDC and Abbreviated YDC be billed under screening and assessment and can it be rebilled at 6month intervals and discharge?

Yes and yes

101. All identified program structure changes reference "there will be a successful completion rate paid for all youth who complete programs successfully and/or achieve successful discharge awarded retroactively as Quarterly data is processed." Can you expound on this? Is this a rate in addition to the rate identified in the Fee schedule? If so, what is that rate and what is the benchmark set for success? Is that incumbent on program goals? (Page 4 of request for application) What would be successful completion on community development and/or education?

This criteria will be removed and developed at a later date.

102. If counseling is no longer allowed by Bachelor level personnel then do all Rehab services have to adhere to the evidenced based curriculums previously inquired about? What happens in more rural areas in which a wait list may develop to access counseling services? Can counseling services be provided by master's level interns who are receiving supervision from Indep Licensed Personnel?

Yes, Bachelor level can continue to see clients and provide BHRS services. The only change will be how the services are documented. Training will be provided to JSU staff on the wording on the services they request.

The Master's interns from counseling or clinical social work programs from accredited universities can provide counseling. They are completing their training in psychotherapy and we accept that level of counselor in a similar fashion to the way we accept counselors under supervision for licensure at the licensed level. There would only be an issue if an intern was NOT in a counseling program; i.e. business management, education, stuff like that. The process of approving these will be the same process we already have in place; a JOLTS Logon Authorization would be submitted to us along with a current transcript that illustrates where they are in their program.

103. I am assuming it is okay under the FTOP portion to reference the established curriculum when you request evidenced implementation in each program?

Yes

104. I would like clarification on "include plan to ensure services are provided throughout the entire catchment area throughout the entire year (Application page 3 under Program plans, goals, & performance indicators) and also page 20 on the contract references service areas citing application for funding Attachment B-2 funding by catchment area? There is no B-2 and in the OJA OAYS quarterly there was a reference of preferring to no longer view areas by catchment? Clarification would be appreciated and if by catchment if the Attachment B-2 form can be included?

OJA will post the attachments with the release of the RFA. OJA will update this information prior to release of the RFA.

105. If the first quarter will be a continuance of what has previously been awarded in the same format (cost vs FFS) can we get clarification on payment structure of the second quarter as there was discussion around the second quarter being determined by the first quarter usage? If the first quarter is under the current structure and the second quarter relies in some way upon the first quarter with half of a year being gone should we assume that our request should match the \$ amount given in previous years?

Yes, it will be based on the previous quarter. The second quarter will be a comparison of cost reimbursement and FFS for the purpose of assisting the agency of future planning.

106. On page 10 of the application there is a question about what was done with leftover funds? Can you clarify –if there were leftover funds I am assuming OJA reallocated those funds but may be misinterpreting the nature of the question?

The question is asking, what money that was in your agency allocation that was left unspent at the end of the fiscal year.

107. Regarding the needs statement in one place it references needs assessment info in the last two years and another references conducted within the past year. I am assuming if it is within the past two years it is considered applicable and sufficient?

It will be a two year requirement, could you identify where it says one year as it has not been located in the RFA.

108. If the agency was interested in strengthening the state's efforts in 2 key areas (page 14 application) can you clarify this process? Would you propose services and rates outside of the designated services/rates table? Can you expound upon the emergency preparedness plan? Would this be more of a workgroup or service array?

This would require further discussion due to not knowing what the plan being proposed would include. These sections were included just to gauge interest in assisting OJA with these plans. The Emergency Preparedness Plan continues to develop state wide with stakeholder and interested participants.

109. On page 1 of the contract there is a reference to recruitment and training of volunteers. Is this a reimbursable service and if so, where is the title captured in the rates schedule? Also referenced is "brokerage of services- can you expound the operational definition of this and if it is reimbursable?

Yes, those could be indirect service.

110. On the contract on page 7 the audit report deadline is within 120 days (approximately four months). ODMHSAS requires audits due December 31st. Could this date be considered for the deadline?

On page 15 of the contract it states 160 days, could you clarify where you are seeing this information on page 7?

111. On page 12 of the contract if you do not provide congregate care do you have to conform to Energy Efficiency and Environmental Protection? I don't think we are familiar with these requirements?

This standard has been listed in previous contracts. It is not related directly to congregate care.

112. On page 13 of the contract under nepotism and ownership of equipment there is languaging of needing prior approval of acquisition of equipment (nepotism) and equipment purchased with the funds provided by the contract. If it is FFS it would seem this languaging would not be there? If so, can you expound upon what you would need to know about our equipment purchases?

This language will need to remain in the contract due to the fiscal year being a blended contract. This language will be updated once the rate based contracts are issued for a full fiscal year.

113. On page 15 Self-Assessment Performance Report is due 160 days after contract ends. If there is a decision for audits to be due Dec 31 could this also be due then to coordinate deadlines?

See answer to question 110.

114. How will Q & A be incorporated into the timeframe...RFA is dropped June 15; deadline is July 27

Per the letter distributed this morning the RFA has been postponed until June 22nd.

115. Will all Q & A be available to YSAs? It is imperative that we all see the questions and responses for continuity – not to mention that it keeps OJA from responding multiple times to same/similar questions

Questions have been posted to the OJA website and will be updated as submissions come in.

116. When will Q & A end?

Per the letter distributed this morning, today at 5:00 pm

117. Should changes be made to the RFA, how will that information be distributed?

All updated information will be posted on the OJA website.

118. Could details of the “face-to-face interviews” be given? For example, an agency receives a score in the deficient range and has the opportunity for committee interview, what is the end result ...would the committee grant a passing score, a plan of improvement, etc?

OJA continues to work on this process. It is possible for the committee to grant a passing score after the interview process.

119. What constitutes a deficient score – in numeric terms?

The scoring criteria will be updated in the RFA when released.

120. Why is travel not being paid for under 30 miles?

OJA is reviewing the travel section and will be updating the criteria for billable travel.

121. What is considered a successful completion? What is the successful completion rate? When is the successful completion rate paid to the agency?

This criteria will be removed and developed at a later date.

122. Bachelor- level providers will no longer be able to provide or bill for counseling services...What will YSAs do when licensed persons are not available?

OJA will work in collaboration with OAYS to review this concern.

123. The only attachments were the affidavit for non- disclosure and rates. When will the other attachments become available?

OJA will post the attachments with the release of the RFA. OJA will update this information prior to release of the RFA.

124. Many YSAs have used personnel who have worked to not only develop FTOPs, but also instruct in the programs - in some cases 20+ years...Why can't qualified persons continue to conduct FTOP classes without a bachelor degree?

Any new hires would need to qualify under the service provision.

125. In terms of the amount, what is defined as a base rate?

OJA is working on developing an approved based rate.

126. Please clarify “selling beds”. Currently, at YSCC we are licensed for 12 beds, but at a cost reimbursed rate for 5 beds through OJA. However, we use Tulsa Area United Way funds and money raised through fundraisers to pay for any beds we go over 5. Is this what you mean by “selling” beds?

Any beds sold over the OJA contracted bed amount will need to be reported to OJA.

127. Page 2 Number 2 Needs Statement: Include documentation of community feedback, support, appreciation, etc. What is appreciation? Provide examples.

Appreciation is defined as recognition and enjoyment of the good qualities of someone or something. An example would be an award given to your agency for the work you do in the community.

LACK OF OPPORTUNITY FOR INPUT IN CONTRACT DEVELOPMENT

We were very happy when we initially heard that we would have input into the pending CBS contract, but we cannot agree that we were given ample time to do so, since the “rough draft” was just released last Friday, and the final contract will be released this coming Friday, the 15th of June. As a result, we only had a few days to respond, since our remarks presumably would not even be considered if we had waited until Thursday to do so. After all, in so short a time frame, how much consideration would OJA have time to give to comments from Youth Services agencies?

The contract will remain a draft until it is finalized in August. We will still be evaluating suggestions until the actual contract is submitted for signatures.

Further, it is our understanding that, with Shelter rates, two select members of the Association, one representing urban, one representing rural, met privately with OJA staff, being required to sign “Non-Disclosure Agreements,” to give input. This does not, in our opinion, represent adequate Association input, and it does not represent our input and opinion. This contract has been developed in secrecy but with public “assurance” to OAYS members that we would have opportunity to give input. OJA has reneged on that assurance.

The rates and contract are still in the draft stage. We conducted market research to tap expertise in the community service arena. We seek and appreciate all input; we wanted to start the process with more than a blank page. Non-Disclosure Agreements are common in these situations. We have attempted to start such processes in large meetings and found it to be very inefficient and unproductive. This way the process doesn’t get bogged down before it starts and everyone has an opportunity for input in an organized and productive manner.

This process needs to be slowed down. After all, the current system of contracting and service delivery has been in place for 50 years, and it would seem to us and others with whom we have spoken that so

drastic a change is precipitous, to say the least. We also note that it occurs during a time of vacuum of leadership within the Association. There is no reason for haste in so important and massive a revision of this contract without more due diligence in its development. This RFA and Contract introduce changes and requirements that need to be more carefully considered, because they are completely different from any that have been in place previously. To do otherwise could well throw the system into chaos, to the detriment of the children whom we serve and the staff who serve them. Therefore, we protest the lack of input that we have had on this draft RFA and Contract.

We intend to work with agencies even after a contract is signed to tweak and improve the system as we move forward. There are still rate hearings, and the 3 month transition period (and 3 month extension of the current contract) to address any structural needs. We understand the importance of getting this process right but also we are committed to a revised purchasing approach and have been consistent in that theme for 2+ years.

I know this is a time of frustration, anxiety and opportunity for YSA's. OJA will continue to offer commitment to community services and at the same time provide effect use of the tax dollars appropriated our agency to buy the most robust array of services we can. I understand this change in purchasing approach is uncomfortable but I have confidence that when completed Oklahoma youth will be well served and that our YSA contract partners will enjoy enhanced opportunities to meet the demonstrated needs of their communities.

VII. APPLICATION EVALUATION CRITERIA

2. NEEDS STATEMENT

The fourth bullet point states that the "Needs Assessment" must include "input from all community stakeholders, including but not limited to, the **target population**, court representatives...DHS, JSU, etc." On page 10, the target population is defined as "client population input." That section goes on to require the number of respondents in each category to be reported. If OJA was going to require such detailed information in a section worth a full 30 points, OJA administration should have notified Youth Services agencies that, in general, needs assessments should follow a specific format prior to mid-June. Most agencies perform needs assessments beginning in the winter, and it is unfair to now require information in a certain format after these needs assessments have already been done. Our agency gathers voluminous data, but we may still be unable to report on the required "categories" set forth by OJA with no notice.

If your normal method of conducting needs assessments doesn't conform with the RFA request then we can discuss how we can best utilize your current needs assessment and workout a timeframe that is realistic for you to supplement the information you do have.

In addition, while we can include and request input from community partners, we cannot force them to complete them and return them. As a result, the return rates are traditionally very low. Therefore, we recommend at the minimum, removing the word "must" from the statement of "must include input

from all community stakeholders.” The requirements in this section are overly detailed and create an undue and unfair burden on agencies in this category.

Yes, we will work on the wording. We run into this in other areas of OJA as well. It is important to encourage contractors to be persistent and make every attempt to gain input and not just settle for only the responses received. We didn’t convey that correctly and will reword.

4. PROGRAM PLANS, GOALS, AND PERFORMANCE INDICATORS

The third bullet point is an incomplete sentence and doesn’t make sense.

This isn’t mine!!!

7. BUDGET-5 POINTS

It seems to us highly unusual to allocate a mere five points to the Budget section of the RFA. Why is this the case, when OJA is elsewhere in the RFA enacting such massive changes to the budgeting/contracting process? Upon further addition, is this RFA really worth 190 points (of which the budget section is only worth 5 points)? Frankly, we have written a lot of grants and this is the first time that an RFA point structure exceeds 100, bonus points notwithstanding.

I know it is common to use a 100 point scale (it makes the math easier), but it isn’t required. The budget is not as important (for evaluation purposes) with the conversion to rates. We are much more concerned with services and service delivery.

VIII. FY 18-19 PROGRAM STRUCTURE CHANGES

In this RFA, it is repeatedly stated in each program category: “There will be a Successful Completion Rate paid for all youth who complete programs successfully and/or achieve successful discharge awarded retroactively as Quarterly data is processed.”

Trying to understand what this means is very challenging. Does this mean a “bonus” payment paid quarterly on those clients who have discharged successfully? And what is that bonus payment? Or does it mean our agencies will not be paid for services until data can be assessed quarterly, and agency claims will then be paid retroactively? If the second assumption is true, OJA will be squeezing agencies by paying up to 3-4 months in arrears, and OJA staff should know that most YS agencies do not have that kind of cash flow. It would create an unnecessary burden on agencies in this regard and could well result in our inability to pay staff timely. Further, the RFA does not adequately explain how a “successful discharge” is to be defined. This is a critical issue, and we cannot accept a contract that lacks specificity in so important an area. This is another example of the RFA being rushed through without adequate planning and consultation with OAYS.

This criteria will be removed and developed at a later date.

E. EMERGENCY SHELTER

One of the most alarming contract provisions is the following: “The decision regarding the appropriate Tier for each shelter youth will be made by the CBS Program Managers.” After 50 years of running successful Community-Based Shelters in Oklahoma, it strikes me that at the very least, this should be a mutual decision between the YS Shelter Administrators and OJA employees. This goes to the very heart of who our Shelter children are, what their acuity level is, and who is taking care of them. This has to be a collaborative effort, not a unilateral decision.

The decision will be made based on the information entered in to jolts at intake. As additional information is obtained, the tier may be adjusted. There will be no judgement involved (unless there are circumstances that warrant judgment of OJA staff with input from YSA staff), the assessment score will determine the tier.

At the May OJA Board meeting, while a power point was being prepared for the Board, a group of slides were quickly run through that showed what OJA’s prediction was of what level or Tier Shelter Youth would most likely fall into. This slide appeared to show that OJA believes most Shelter Youth would fall into Tiers 0-2, and a small percentage into Tiers 3-4. The contents of this slide should be provided to Youth Services agencies for our review and comment. I believe this demonstrates that what OJA and OAYS are thinking about the acuity levels and behavior issues of most Shelter children are NOT aligned and need further discussion. This is another example of the RFA being rushed through without adequate planning and consultation with OAYS, and it again illustrates the lack of understanding of the financing necessary to successfully operate and staff a community-based Shelter.

Those slides were preliminary “models” and were for presentation to a board subcommittee. OJA has a governing body and we were updating the subcommittee on progress to date before releasing the information to the OAYS shelter committee. The numbers you were referring to was a starting point for discussion. We would welcome shelter operators to evaluate shelter youth over a recent time period and provide, with supporting documentation, their assessment of tier assignment. This would help with our financial modeling.

SHELTER RATES

Another alarming contract provision is the Shelter rate system. First of all, please do not compare what we do to that which is done by foster homes. Beginning the Tier System at \$22.63 a day is unworkable and displays what we can only assume is a lack of understanding of what it takes financially to keep a Shelter program open. That is barely \$10,000 a year. If our Shelter took 12 “0 Level” youth, that would be \$120,000 year. This is not enough money to keep the doors open even with the base rate figured in.

The rate also includes a fixed portion (as long as 50% occupancy is maintained) which is 20,000/year or \$54.79 per bed per day. Foster care is a rate that has been developed that represents basic room and board, so that was a starting point. With the fixed portion, that brings the rate for a “level 0” youth to \$77.42. Level 0 youth is defined as a youth merely needing food and housing. A youth with greater needs moves up the tier scale with cumulative increases of \$27 per tier. Including the base

rate, this comes to \$193.42/day for a level 4 youth. To put this in perspective, with federal participation (RBMS), OJA could purchase 2 level E beds for the same cost. You are probably correct, you may not be able to operate a 12 bed facility (\$360,000/year) if you only accept level 0 youth, but you have already stated that you don't expect there to be many "0 level" youth.

Additionally and even more importantly, there is no youth who comes to an Emergency Youth Shelter who fits the description of Level 0. That is unacceptable. OJA administrators know that the majority of youth we are taking come out of Level E group homes or inpatient treatment facilities. They are typically not released from those placements because they have achieved successful discharge. Far more of our Shelter youth fit Level 3 and 4 definitions, and yet the RFA describes the Level 4 definition so as to make it impossible to assign that level to any of our youth.

We agree with the above statement, but not all youth in shelters come from these placements. Some youth only need a temporary shelter.

Therefore, the part of the Level 4 definition that states "1:1 care" needs to be removed. With OJA staff making these decisions unilaterally, our Shelters and our funding are at their mercy entirely. We do not feel this is in any way fair to our YS agencies, and it is not illustrative of a collaborative approach. In fact, it appears to us to be punitive, and does not give us hope that a mutually productive and trusting relationship will result.

We don't intend for there to be 24/7 1:1 ratio. The rate allows for \$108 for additional staff time needed for a level 4 youth. This is in addition to the \$77.42/day received for base plus basic utilization rate.

Furthermore, there is nothing in the draft Contract about paying for a "closed" bed because a Shelter Youth has to be in a room by themselves. We have been told this would be a contract provision. We have also learned just in the last few months that at some Shelters, beds were "closed" for that reason and then those closed beds were figured into the occupancy rate. Until we learned that, we were never given the option of formally "closing" a bed. We've since asked to do so, on a cost reimbursement system, and we have learned that, on most days, we have 2-4 youth who need their own bed for various reasons. Although there was not mention of it in the contract, we were told in a meeting we would get the Level 0 reimbursement for "closed" beds.

We will make sure that taking beds off-line for the benefit of specific youth is articulated in the final contract.

We very strongly protest this. We should receive at least the average Tier rate of those youth we generally have in our Shelters, because that is the rate we would not be getting with a "closed" bed. In any event, this has not been addressed in the Contract. What is the reason for that?

We will consider using the average tier rate of the facility in situations where you have to turn away youth. If the beds would not be utilized anyway, we can only justify paying a "0 level" for an empty bed.

CARS

Will CARS be a separate contract? We do not believe this is advisable. From our perspective, it is critical for us to be able to provide at least five hours of individual therapy a week to many of the residents in our Shelter, and therefore we need to be able to access CARS dollars for this purpose. We don't have magic wands in our Shelters, and we need to wrap our arms around these very damaged, troubled kiddos with all the resources that can be made available to us. They have profound and multiple needs, and agencies in the State of Oklahoma need to understand that these children cannot be maintained in a Shelter setting without the requisite therapy to help them develop resilience and self-regulating behavior. We must have access to CARS money for Shelter youth, until and unless the state's Medicaid Plan is revised to more adequately reflect the reality of these children's needs. We pledge to work in any way we can to ensure that. OJA, DHS, and DMHSAS must also work with us to access the money so we can take care of the youth no one else will. It doesn't come free.

We agree. We have not considered removing CARS to create a separate contract.

The other issues we have with this RFA/contract are as follows:

1. *Youth entering shelter as a function of CIC roles will be entered into JOLTS under the category "IN LIEU OF CIC". Incorrect entry will result in non-payment of claims.*

When the Cleveland County Emergency Youth Shelter opened in 1969, community youth were the basis for the need for a Shelter. Our Shelter has taken community youth from the very beginning days, whether the referrals were from families, the schools, law enforcement or DHS. In 1997, we were fortunate enough to be awarded a federal grant, matched with state and municipal funding, to open a CIC to specifically take law enforcement referrals. Those programs were defunded by OJA in the Oklahoma budget crisis. So we are now back to serving these community youths in our Shelter. They are not CIC youth because we have no CIC. They are community youth and SHELTER YOUTH. IDENTIFYING THESE YOUTH IN JOLTS AS "IN LIEU OF CIC" IS ERRONEOUS, BECAUSE CIC IS NOT AN OPTION AND NO LONGER A PROGRAM IN OUR COMMUNITY. This falls in line with OJA's own statements in the RFA about "delinquency prevention".

If the service being provided meets the statutory definition of CIC, then we have to follow guidelines for CIC service. Changing the name doesn't create a loop hole that avoids legal requirement. If a youth is receiving CIC services, then it must be recorded as such. We wish to expand the use of shelters that perform CIC functions for their community. We will reexamine our approach to this service.

According to the RFA, "The services shall provide prevention and diversion from delinquency, deprivation, abuse, and neglect for children and youth under the age of eighteen (18) years from penetration or further penetration into the child welfare and or juvenile justice systems". We do not understand why OJA is needlessly playing hardball on this issue because the RFA also

states “Incorrect entry will result in non-payment of claims”. It is hard to understand why, after OJA made the decision to eliminate state-funded CICs, they are now trying to keep them “alive” by identifying youth in this way.

Yes, we do think this is a valuable service to the community. Unfortunately with resource limitations, we cannot fund every program. The prior method of 24 hour standing capacity became difficult to defend. The method of utilizing shelters which are already 24/7 facilities makes sense. It is our duty to maximize the utility of the resources the legislature trust us with. We do want to challenge ourselves and our partners to obtain the best value for every dollar spent. If

Additionally, we would request that OJA reconsider how they pay for any youth in the Shelter for less than 12 hours. Under the proposed contract language, that would amount to less than \$1 an hour. This is an unreasonable rate. The intake process alone is worth more than \$22.63, which is the Tier 0 rate. This process of admitting a youth into the Shelter is worth so much more in terms of prevention, early intervention and referral services to prevent a youth from further penetration into the Juvenile Justice System. Surely, spending \$22.63 to assess and work with a youth for a few hours is money well spent and represents being good stewards of the taxpayers’ dollars. Of course, in reality, \$22.63 is not enough. It devalues what Shelter Workers do to help a youth.

The \$22.63 is just the basic component of a utilized bed. The actually daily rate of a facility that maintains at least 50% utilization is \$77.42 per bed per day.

2. This falls in line with OJA’s own statements in the RFA about “delinquency prevention”. According to the RFA, “The services shall provide prevention and diversion from delinquency, deprivation, abuse, and neglect for children and youth under the age of eighteen (18) years from penetration or further penetration into the child welfare and or juvenile justice systems”. *For shelter residents entering with no prior history of system involvement, there will be an assessment instrument available for the agency licensed staff to evaluate the level of need.* What is this instrument, and will the assessment be a billable service? Does it make sense for a licensed therapist to evaluate all Shelter youth with no prior history of system involvement? (P. 5 E2)

We are working diligently to create a simple but effective evaluation tool that will determine (at least the preliminary) tier level. As soon as a draft is developed it will be released for comment. There have been discussions of utilizing an existing rate for creating a new rate for the initial shelter assessment. Discussions will continue and we expect to have a viable method soon.

3. *As part of ODMHSAS standards, Bachelor-level providers will no longer be able to provide or bill for Counseling Services. They may still provide Behavioral Rehabilitation and other Bachelor-level services listed in the CBYS Summary of Services for 2019. P4. C.*

Youth Services agencies' use of Bachelor's level counselors working toward their clinical Master's degree to bill counseling level dollars should be reevaluated by OJA. Many agencies like ours utilize Master's level counseling interns from accredited universities. These interns have not earned their Master's degree yet but are in the last semester of their education. These interns are highly supervised both by our agency and their university advisors. Not only has this been a great benefit to the children and families within our community but also to our Universities who are in dire need of agencies to supervise internships which are required for graduation of their programs. The decision to not allow Youth Services agencies to utilize these Master Candidate interns will impact the children and families by reducing access to care and treatment, and could also lead to the reduction of qualified therapists graduating with the appropriate clinical experience when mental health issues are at an all-time high. Obviously, interns cannot bill down Medicaid, but our Community-Based dollars do not have to be held to such strict standards.

This will be reviewed.