

## **Contract**

**THIS CONTRACT** (the "Contract") is made this 1<sup>st</sup> day of December 2012, by and between **CUYAHOGA COUNTY** (the "County" or "CFS" or "Tapestry"), on behalf of the Cuyahoga County Division of Children and Family Services and Neil Brown Consulting, Inc., 6050 Ebright Road, Groveport, Ohio 43125, a private, for profit Ohio Corporation (the "Consultant" or "Provider").

## **RECITALS**

**WHEREAS**, the County has previously issued an Informal Competitive Bid Solicitation RQ24881 (the "Solicitation") for a Tapestry System of Care High Fidelity Wraparound Consultant/Trainer. The Solicitation sought an experienced consultant/trainer in the areas of High Fidelity Wraparound and Systems of Care development and philosophies to conduct a series of training/skill development activities, coaching, and technical assistance for Cuyahoga Tapestry System of Care (Tapestry); and

**WHEREAS**, Consultant responded to the Solicitation and was found by the County to be qualified to provide the services sought in the Solicitation (See Exhibit A).

## **ARTICLE 1.**

### **TERM and PERFORMANCE**

**1.1 Term.** The term of this Contract (the "Term") shall commence on December 1, 2012 ("Effective Date") and end on November 30, 2013 (the "Expiration Date"). In the event Consultant is, for any reason, unable to start the work described herein on the Effective Date, the Consultant shall immediately notify CFS. The Term is subject to prior termination in accordance with Section 1.2 and Article 5, below.

**1.2 Satisfactory Performance of Duties.** Notwithstanding any other provision of this Contract, this Contract shall continue only for such time as the services rendered by Consultant are satisfactory to CFS, in its sole discretion.

End of Article 1

## **ARTICLE 2.**

### **SCOPE of WORK**

**2.1** CONSULTANT shall provide the service activities and deliverables enumerated in this Article. The activities are designed to enhance the Cuyahoga Tapestry System of Care by improving fidelity and strengthening competencies in the delivery of High Fidelity Wraparound according to the National Wraparound Initiative through a number of structures and processes. Primary activities and deliverables are related to training, coaching activities and technical assistance for staff in a variety of agencies and systems. Consultant shall provide training activities in the manner described in this paragraph. Training activity deliverables will include the provision of Wraparound specific training as requested and agreed upon by CFS.

2.2 **Training:** The first major focus of this Contract is the provision of a three (3) day train the trainer cycle. As approved by CFS, the train the trainer curriculum and cycle should focus on refining and updating the content of the basic wraparound training curriculum in place for TAPESTRY. Other topics, with the approval of CFS, may be added to the curriculum as part of this Contract.

2.3 The second major focus of this Contract, as approved by CFS, the development and delivery of a new Tier II "Booster" Training curriculum. This will include the delivery of training designed to assist in skill enhancement and refinement for those who have completed basic trainings and are actively providing Wraparound services through one or more System of Care initiatives and efforts. Topics to be developed in partnership with CFS staff and can include but are not limited to: "Managing Family Voice," "Facilitating between Meetings," "Medicaid and Wraparound Crosswalk," and "Managing Complex Family Needs." The curriculum must be approved by CFS.

2.4 The third area of focus is the development and facilitation of a two (2) day Wraparound Symposium focused on renewing the energy and commitment of System of Care stakeholders around Systems of Care philosophies and the delivery of wraparound supports in Cuyahoga County. This will be developed in partnership with CFS, as well as other key stakeholders.

2.5 **Coaching:** Consultant shall provide coaching activities in the manner described in this paragraph. Coaching activities for the delivery of high fidelity wraparound will be targeted to individuals and groups, using data and other inputs from the TAPESTRY Continuous Quality Improvement (CQI) reports and processes. The focus will be to support and improve functioning for those identified as needing additional assistance and support in developing improved fidelity in the implementation of High Fidelity Wraparound. Current targets for this activity include TAPESTRY contract providers as well as the Wraparound Specialists located in the neighborhoods. During the course of the contract, it is anticipated that there may be additional target audiences developed. The coaching activity will include assisting in the documentation of individual facilitator skills and certification designed to meet local verified standards of performance for Wraparound facilitators.

2.7 **Technical Assistance & Other Related Activities:** Consultant will perform other related activities and deliverables under this contract which include participation meetings and committees at the request of CFS staff. Technical Assistance includes participation in identified Tapestry meetings and committee work including the Program Directors and Supervisors group, Wraparound Fidelity Taskforce (WAFT), and the learning communities.

2.8 CONSULTANT shall submit monthly training and coaching reports reflecting information describing the provision of service, which may include the names and numbers of individuals trained and/or coached.

End of Article 2

**ARTICLE 3.**  
**COMPENSATION & RETAINAGE**

**3.1 Compensation.** In consideration of Consultant performing the Project as set forth herein, Consultant shall receive compensation under this Contract in accordance with this Article 3 in an amount not to exceed \$20,000.00 (the "Compensation").

**3.2 Rate of Compensation.** The Parties agree that payments will consist of the following and that no additional charges or fees (including but not limited will be charged for the provision of services under this Contract.

A. Development, delivery, and facilitation of approved curriculum for wraparound "train the trainer." For each full day of training the maximum allowable reimbursement is \$1,000 per day or \$500 per 1/2 day. The maximum reimbursement is \$3,500.00 for this deliverable is to include preparation and development.

B. Development, delivery and facilitation of approved curriculum for wraparound "booster" trainings. For each full day of facilitation and training of "booster" trainings the maximum allowable reimbursement is \$1,000 or \$500 for 1/2 day (anticipated a minimum of, or otherwise determined by DCFS, 4 days of training and a maximum of 8 new booster training curriculums, or otherwise determined by DCFS). Maximum allowable reimbursement for this deliverable is \$8,000.00 and includes preparation and development.

C. Development, delivery, and facilitation of an approved two (2) day symposium curriculum and agenda. Reimbursement for this deliverable is based on \$1,000 per day or \$500 per 1/2 day (anticipated 2 days of actual training) with a maximum of \$2,500.00.

D. Wraparound coaching, technical assistance and other consultation services. It is anticipated that the Consultant may provide up to 6 on site days for the purposes outlined below through the course of the contract period. For each full day of consultation related to these activities the allowable compensation is \$1,000.00. The maximum allowable compensation under this deliverable will be \$6,000.00. Additional off site phone or other technology based connection consultation and coaching activities are available as part of this agreement and will not be billed by the consultant under this agreement. These off site activities are an integral part of the work anticipated in this portion of the agreement and will be coordinated by the Consultant and Tapestry staff. Activities and deliverables under this agreement may include participation in appropriate and requested meetings and committees at the request of DCFS or wraparound partners. This includes, but is not limited to activities related to:

- Assisting with refining the partnership and interface efforts between various existing systems and team based contract providers.
- Participating in and providing input on various planning, implementation, and evaluation efforts of the wraparound training and skill development areas.
- It is anticipated that these activities will not require the identification of

additional time but will be integrated into the on-site days already specified in this agreement.

- 3.3 **Invoicing.** Consultant shall invoice CFS for services in the prior month. The invoice will be provided to CFS within 15 days of the month following the month of service. The County reserves the right to reject any Invoice in the event such requested information is not provided.
- 3.4 **Payment.** The County shall endeavor to pay any approved Invoice within 30 days of its approval.
- 3.5 **End Date for Invoice:** All invoices must be provided to CFS within the 15<sup>th</sup> day of the month following the end of the Contract Expiration Date or earlier date if terminated by any other provision of this Contract.

End of Article 3

#### **ARTICLE 4.**

##### **ADDITIONAL REPRESENTATION AND COVENANTS OF CONSULTANT**

- 4.1 **Status of Consultant.** The relationship of Consultant to the County shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Contract. Consultant will be solely responsible for reporting, withholding and/or paying all employment related taxes, payments and/or withholdings, including, but not limited to federal, state, and local income taxes, social security, Medicare, unemployment or disability insurance and Worker's Compensation Insurance.
- 4.2 **Engaging in Other Employment and Contracts.**
- 4.2.1 During the Term, Consultant shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is conflicting with the business of the County. During the Term, Consultant shall not, directly or indirectly, solicit for employment or employ any employee of the County for any reason, whether the employee is employed on the date of this Contract or at any time during the Term.
- 4.3 **Prior Agreements.** Consultant represents that he has disclosed to CFS any employment agreements or contracts and/or any other agreements or contracts, which impose any restrictions on Consultant. Consultant represents that he is under no obligation which in any manner may prohibit and/or restrict his authority to sign this Contract and/or to perform the Project.
- 4.4 **Confidential Information.**

**4.4.1 County Information.** Consultant shall not, during the Term, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever, any child or family information which would be confidential under federal and/or Ohio law, including but not limited to, R.C. 5101.131, 2151.421 & 5153.17, as well as Ohio Administrative Code sections 5101:2-33-21 and 5101:2-33-22.

**4.5 Ownership of Data.** Consultant shall hold in a fiduciary capacity for the benefit of the County all information obtained by Consultant in performance of the Project which may be directly or indirectly related to the business of the County.

**Insurance.** Consultant shall provide proof of such insurance upon execution of this Contract. Consultant shall provide an exact copy of such insurance policy or policies upon request of the Project Manager

**4.6 Indemnification.** Consultant shall indemnify, defend and hold harmless the County from and against any and all Losses, in contract or in tort, arising, directly or indirectly, from, out of or in connection with: (a) any material breach of any representation or any warranty made by Consultant in this Contract or in any other certificate or document delivered by Consultant pursuant to this Contract; (b) the negligence of Consultant or any other person performing services in connection with the Project on behalf of Consultant; and (c) any breach by Consultant of any covenant or obligation of Consultant under this Contract.

**4.7** Incorporation of Other Documents

End of Article 4

## **ARTICLE 5.**

### **TERMINATION**

**5.1 Termination for Cause.** If Consultant willfully breaches or habitually neglects the duties required to be performed under this Contract, the Fiscal Officer, in his sole discretion, may immediately terminate this Contract by giving written notice of termination to Consultant without prejudice as to any other remedy to which the County may be entitled either at law, in equity, or under this Contract.

**5.2 Termination for Convenience.** Either party, by thirty (30) days written notice to the other, may terminate this Contract at any time for any reason.

**5.3 Option to Terminate if Consultant Permanently Disabled.** If Consultant becomes temporarily or permanently disabled such that, in the Fiscal Officer's reasonable discretion, Consultant will be unable to complete the Project by the Termination Date, the Fiscal Officer may terminate this Contract by giving written notice of termination to Consultant.

**5.4 Effect of Termination on Compensation.** In the event this Contract is terminated in accordance with this Article 5, Consultant shall be entitled to compensation earned for

County Ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

- 6.4.3** Any suit, action, or proceeding brought under this Contract shall be in a state or federal court of competent jurisdiction located in Cleveland, Ohio, and the Parties agree to the exclusive jurisdiction and venue of such court to resolve same.
- 6.5 Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each party shall pay their own attorneys' fees and costs.
- 6.6 Expense Reimbursement.** There are no expenses for which Consultant will be reimbursed.
- 6.7 Entire Agreement.** This Contract supersedes all other oral and written agreements between the parties and this Contract contains all of the covenants and agreements between the parties. Exhibits and Attachments: The exhibits, attachments, and documents referenced are hereby incorporated as part of this Contract. Should any section of any exhibit, attachment, or document be inconsistent with any requirement of this Contract, the terms of this Contract shall control.
- 6.8 Electronic Signature.** The Parties agree to conduct this transaction by electronic means and agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Contract shall have the same legal effect as if that signature was manually affixed to a paper version of this Contract. The Parties also agree, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.
- 6.8.1** Vendor shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the Vendor.
- 6.8.2** The Vendor agrees to provide County with immediate notice if the Vendor is debarred from participating in federal programs.
- 6.8.3** Subcontracting. No portion of the Contract may be subcontracted by Consultant absent the written consent of CFS.
- 6.8.4** Audits\Continuous Quality Improvements: CFS shall access for the purpose of audit and examination, any books, papers, program site, staff, clients, and records of the PROVIDER that are pertinent to the activities outlined in this initiative.

End of Article 6

*{Balance of page intentionally left blank; signature page follows.}*

IN WITNESS WHEREOF, the Parties have each caused their duly authorized representatives to execute this Contract as of the date set forth below.

CUYAHOGA COUNTY, OHIO Executive

Ed FitzGerald/ap  
2012-11-14 17:46:25 Date: \_\_\_\_\_

Edward FitzGerald, County Executive

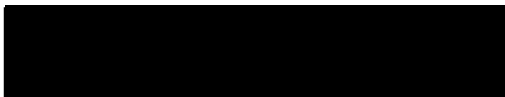
CONSULTANT

Neil Brown

Neil Brown

Neil Brown Consulting Inc.

Date: 10/9/12



(Exhibit A)

**Neil Brown Consulting Inc.**

6050 Ebright Road

Groveport, Ohio 43125

(614) 836-5497

August 20, 2012

Ms. Kurtisene Cunningham

Program Officer 3

Cuyahoga County Division of Children and Family Services

3955 Euclid Avenue

Cleveland, Ohio 44115

Ms. Cunningham;

Please accept the enclosed response to Cuyahoga County's recent Informal Competitive Bid Solicitation RQ24881.

I trust you will find Neil Brown Consulting Inc. to be well qualified and experienced to provide the services your community is seeking in support of the Cuyahoga Tapestry program.

If you need any further or different information please feel free to be in touch to allow me to address any allowable questions or concerns as you make your selection.

Thanks for your consideration.

A handwritten signature in black ink, appearing to read 'Neil Brown', with a stylized flourish at the end.

Neil Brown, President

Neil Brown Consulting Inc.



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# **Response to Cuyahoga County, Division of Children and Family Services Informal Competitive Bid Solicitation RQ24881**

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**Neil Brown Consulting, Inc.**

Contact Information  
Neil Brown Consulting Inc  
6050 Ebright Road  
Groveport, Ohio 43125  
(614) 836-5497  
[nebyrwn@aol.com](mailto:nebyrwn@aol.com)

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### **Introduction and Qualifications:**

Neil Brown Consulting Inc. is proposing to provide training and consultation services contained in the referenced bid solicitation. Neil Brown Consulting Inc. is a training and consultation organization that has been involved in supporting the development of effective community systems of care for twenty years. Experiences that qualify this applicant include providing training and technical assistance on a variety of levels ranging from state systems, to county based collaborative efforts here in Ohio and elsewhere across the country, to specific provider organizations. A majority of the work performed by this applicant in other settings has focused on the development and implementation of effective wraparound services including high fidelity Wraparound as detailed by the National Wraparound Initiative.

Neil Brown has served on the advisory board of the National Wraparound Initiative for the last three years and has participated in the development of the NWI wraparound framework through materials development and review processes. Neil Brown recently co-authored the "Wraparound Implementation Guide: A Handbook for Administrators and Managers". This guide has been made available nationally through the NWI website and serves as reference for communities developing and managing wraparound initiatives.

This applicant provided training and consultation to the Cuyahoga Tapestry System of Care during the original SAMHSA grant period and is therefore familiar with the structure and operation of the current efforts. This history stands as a major qualification for this application as it will allow the applicant to quickly grasp and address the current concerns in the Cuyahoga County implementation of high fidelity wraparound.

### **Scope of Work/Deliverables:**

This applicant proposes to provide 20 days of training and consultation as outlined in the bid solicitation. Specific items proposed are based in the solicitation document requests and include:

#### **1). Training/Skill Development:**

- A. This applicant proposes to provide a three day train the trainer cycle focused on refining and updating the content of the basic training curriculum currently in place in the county
- B. This applicant will lead the development and provision of new Tier II Booster trainings. Topics to be developed in partnership with current Cuyahoga County staff. Topics will provide expanded and updated specialization in elements of the wraparound process. Specific topics could include "Managing Family Voice" and "What Facilitators do Between Meetings"
- C. This applicant will help develop and lead a two day Symposium focused on renewing energy and commitment within the staff ranks of the current implementation model. This will be developed with input from System staff as well as key supervisors in the current array of providers.

## 2). Coaching:

- A. This applicant will provide coaching to targeted individuals and groups, using the data and other input from the Tapestry CQI reports and processes to support improved functioning for those identified as needing support in developing improved fidelity in the implementation of their wraparound programs.

## 3). Technical Assistance:

This applicant proposes to provide technical assistance as requested and negotiated with Tapestry leadership personnel. Anticipated areas of focus include:

- A. Participation in meetings as identified and requested by Tapestry leadership.
- B. Assessment and recommendations related to refining and improving the functioning of organizational relationships inherent in the Tapestry implementation structure.
- C. Participation in and contribution to the Tapestry evaluation efforts.
- D. Feedback and support designed to improve and diversify the training menus offered to the community stakeholders through the Tapestry program.
- E. Quarterly meetings with tapestry leadership to assess and fine tune the work contained in this proposal.

The solicitation document further requests a response to several specific areas of interest or concern to the current Tapestry leadership. Brief responses designed to inform the reviewer of this applicant's qualifications and approaches follow.

### 1). Specific knowledge and application of the principles and phases associated with the High Fidelity Wraparound Model with particular attention to cultural and linguistic competence

This applicant assisted Cuyahoga County in developing and implementing its current training processes and structures. Through work with a wide variety of sites in the time since last involvement in Cuyahoga County this applicant has continued to contribute to the refinement and development of the field through training and materials development. This contract will allow the applicant to bring these refinements and developments to the Tapestry system. This applicant has developed sensitivity to and credibility related to the specific culture of Cuyahoga County and its systems and stakeholders through past work in this community. This asset will allow the applicant to effectively enter the community environment with a much shortened learning curve than any applicant not experienced in this local system.

### 2). Specific CQI details

Continuous Quality Improvement is a process predicated in the gathering, reviewing, interpreting, and utilizing detail and summative information on a developed set of process indicators to guide an on-going improvement effort. Specific communities implementing Wraparound have developed and utilized a variety of indicators to guide this type of improvement effort. This applicant will be able to provide input to Tapestry based on past and current experiences with a broad variety of settings. Specific tools and

processes from other communities may be able to augment and improve the focus of Tapestry's efforts in the context of changing organizational resources. It seems that the key question for Tapestry is how to develop the most effective measures in the face of lessened system resources committed to the process.

### **3). Specific WA Fidelity Tools**

This applicant is familiar with the NWI based fidelity tools having participated in the review and refinement processes associated with their development through the role the applicant plays in the NWI structure. More specifically this applicant has assisted communities to effectively gather, report, analyze, and utilize this data on the program and staff levels in a number of settings. Uses of this data include fidelity monitoring and lead to refined input on training and supervision functions as well as community structures and partnerships.

### **4). Developing and Maintaining Fidelity**

A critical strategy in building and maintaining fidelity to the model is through the implementation of effective supervision and management that is tailored to the principles and processes inherent in the wraparound process. This applicant has consistently and effectively supported supervisors and managers in a variety of settings to develop the capacity to focus on skill building for staff, as well as, the interpretation and application of fidelity related data to the supervision process. Broad system level review is an important function in this arena and the capacity of management and leadership staff at the provider level to use this information to inform their work is a critical capacity to support. Activities to reinforce these messages include agency specific coaching and broader training around the utilization of data in management activities and decisions. This applicant can assist with the development and provision of these approaches.

### **5). Compassion Fatigue:**

This applicant's work in this area has focused on two areas; the development of effective self care techniques for staff within an organizational context and through the development of skill enhancement processes. One of the best tools for addressing "compassion fatigue" is the development of processes that help staff stay in a learning mode about the work they do. The Wraparound field, while significantly developed, continues to be a rich source of learning and diversification. Training events can assist in bringing renewed energy to an effort (the two day symposium proposed herein) and day to day support for growth as a staff person, through coaching to individual staff and supervisors is a critical side piece to this effort.

### **6). National Trends**

This applicant, as already noted in this proposal, participates in a number of geographic settings as a trainer and consultant. This applicant also participates in a variety of NWI related field review and development processes. These aspects qualify this applicant to bring trend information and interpretation of these to the local community to Cuyahoga County through this proposed contract.

## **Project Management:**

### **1). Organizational Structure:**

Neil Brown Consulting Inc. is an "S" corporation duly registered and established in the state of Ohio. Neil Brown is president of the corporation. All services in this proposal will be provided by Neil Brown. All communication should be directed to Neil Brown at the contact points specified on the cover of the proposal.

### **2). Project control, reporting, and interface with the county**

Neil Brown Consulting Inc., for the purposes of delivering the proposed services, will coordinate all activities with the person(s) designated by Tapestry and the Cuyahoga County Division of Children and Family Services. Scheduling will be coordinated based on Tapestry need and the applicant's schedule availability. The applicant verifies, via this application, having the capacity to provide the days proposed within the term of the proposed contract. In addition to the activities outlined in this proposal the applicant will provide a written monthly report detailing activities undertaken and relevant observations, strengths observed, and concerns arising from the contracted activities.

### **3). Risk Management:**

It is anticipated that this proposed activity poses no significant threat to any person or organization in terms of safety or health related risks. Concerns over content and relationships can be addressed through the regular management meetings specified in the bid solicitation and will be supported by the monthly reports submitted by the applicant to Tapestry and Division personnel as requested.

## **Proposed Budget:**

Neil Brown Consulting Inc. proposes to provide the above detailed services, in a manner consistent with the expectations outlined in the solicitation document. Specifically, the applicant proposes to provide twenty (20) days of training and technical assistance activity to accomplish these goals.

Neil Brown Consulting Inc. provides increments of service based in whole days on site. Billing is for days on site, unless otherwise and specifically negotiated. All other follow up and preparation activity, typically occurring off site, is "bundled" into the daily fee. Travel, lodging, and food costs are also included in this rate.

The applicant is proposing the following cost schedule:

20 days of training and consultation @ \$1,000.00 per day

Proposal maximum amount under this proposed agreement: \$20,000.00

This rate is significantly reduced over typical in and out of state rates charged by Neil Brown Consulting Inc. These rates typically range from \$1250 to \$1630 per day based on travel costs and other factors. Neil Brown Consulting is offering this reduced rate for two reasons. The first is to be able to provide the service within the projected maximum amount specified in the bid solicitation. The second and more important reason is that Neil Brown Consulting Inc. values the opportunity to support specific communities over time. This benefits both the community and the provider of the consultation service in many ways, most importantly the opportunity to see long term development of the project and learn lessons from this history to share with others. Having participated in the Cuyahoga County system of care development previously this application is made with excitement and genuine interest in the follow up opportunity this proposal represents.