



**Request for Proposal
for
County of La Crosse, Wisconsin**

June 25, 2018

**HUMAN SERVICES DEPARTMENT
Integrated Support & Recovery Services**

Western Region Integrated Care (WRIC)

CARE Center
For mental health stabilization

Proposals must be received no later than
Friday, July 27, 2018, 3:00 p.m.

SPECIAL INSTRUCTIONS:

- 1. Place the signed Signature Affidavit as the first page of your proposal.**
- 2. Proposers must submit an original and seven (7) copies of all materials**
Label the lower left corner of your sealed submittal envelope as follows:
Proposer's name and address:
Proposal Title: WRIC CARE Center
- 3. Vendor Conference will be held on:
Wednesday, July 11, 2018 from 2:30 p.m. to 3:30 p.m.
in Room 2003:**
La Crosse County Health and Human Services Building
300 4th Street North – 2nd Floor
La Crosse, WI 54601
- 4. Deliver on or before July 27, 2018, by 3:00 p.m. to**
La Crosse County Human Services - Contract Unit
ATTN: Paul Medinger
300 4th Street North
La Crosse, Wisconsin 54601
- 5. Final award decision anticipated by September 21, 2018, with an estimated
contract start date of January 1, 2019.**

LATE, FAXED AND/OR UNSIGNED PROPOSALS WILL BE REJECTED

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1.0 GENERAL INFORMATION

1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide CARE Center (mental health stabilization) services to adults with mental health needs for the Western Region Integrated Care (WRIC) Consortium counties of La Crosse and Monroe (not Jackson), through funding made available by La Crosse and Monroe counties. La Crosse County (Lead County for WRIC), as represented by the Human Service Department, intends to use the results of this process to award a contract to a single agency for the CARE Center. The desired relationship between the contracting vendor and La Crosse County is one marked with a commitment to consistent quality service with continual improvement.

The CARE Center model is an unlocked, short term, 10 bed residential mental health crisis stabilization facility for adults. The CARE Center is operated with on-site staff, 24 hours per day, 7 days a week, and includes certified peer specialists being a required element in the model.

The main mission of the CARE Center is to make available an Acute Psychiatric Inpatient Diversion service that provides a 2 – 4 day average stay design with a 7 day maximum. The center is also designed to provide a much smaller volume of Transitional Level of Mental Health Stabilization (7 – 28 days). This contract to serve La Crosse and Monroe Consumers is expected to utilize a majority of available CARE Center services, but other counties and Family Care also purchase service. In 2017 the CARE Center served a total of 301 consumers (279 La Crosse/Monroe and 62 consumers funded by other counties or managed care organizations.)

Statistics of the 279 La Crosse/Monroe Consumers funded by the contract in 2017:

- Average length of stay for acute level: Approximately 5 days
- Average length of stay for transitional level: Approximately 14 days
- Referrals from Emergency Rooms (Diversion): 97 (35%)
- Referrals from Inpatient (Step-down): 59 (21%)
- Consumers on Medical Assistance: 251 (90%)

La Crosse/Monroe County Crisis Programs approve admissions to the CARE Center due to the contract/payment methodology.

1.1.2 Service Description

A. Target Population

La Crosse County Human Services seeks a qualified agency to operate a crisis center with a minimum of 10 beds for the provision of short-term residential mental health crisis stabilization for adults from Monroe and/or La Crosse County identified by the Crisis Team to have this need; *the ideal sized facility would have 12 bed capacity as utilization is expected to increase in 2019*. The targeted acute care length of stay is 1-3 days, although some may stay longer based on clinical need. The facility will

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also provide a transitional level of care for consumers who require a longer term stay to successfully transition to the community, not to exceed 3 weeks.

B. Eligibility

The selected provider will provide services in an unlocked facility to any adult (18 or older) who meets specified admission criteria and agrees to receive services on a voluntary basis (not under an emergency detention) at a location in the City of La Crosse. Referrals and admissions to the center shall follow established authorization procedures facilitated by Monroe and/or La Crosse County Crisis Program Staff.

C. Description of Type of Services to be Rendered

The center will operate under the HFS 34 certification of both La Crosse County Human Services and Monroe County Human Services for emergency mental health services.

The selected provider may license the center as a Community Based Residential Facility (CBRF) or seek a waiver from the Wisconsin Department of Health Services to operate the center as a hostel or apartment setting. Services should be provided in a supportive, home-like setting and address the safety needs of the residents, staff and community. Staff shall be trained in crisis stabilization and meet at minimum those qualifications specified in HFS 34. The center shall operate with on-site awake staff 24 hours per day, 7 days per week. Peer Specialist services are a desired component of the staffing pattern.

In addition, the center shall:

- Meet the nutritional needs of residents;
- Provide bedding and towels to each resident;
- Make laundry facilities available for resident use;
- Offer social and/or recreational opportunities that promote recovery;
- Provide semi-private space for residents to meet with visitors, case managers and other appropriate contacts; and
- Provide appropriate telephone access to residents.

The provider shall work collaboratively with county staff, law enforcement and medical personnel in regard to the assessment, referral and efficient admission of the individuals in crisis. The provider may also enter into agreements with various entities in regard to other service needs (e.g. staffing, transportation, etc.).

All aspects of CARE Center utilization outside of invoicing/payment will be handled by the respective county of consumer residence (authorization*, day-to-day communication, discharge planning, etc.). * Monroe County has agreed that La Crosse County Mobile Crisis has authority to approve placement of a Monroe County consumer at the CARE Center in emergency/after-hours situations.

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CARE Center services can be made available to other funding sources (Family Care, private insurance, other counties, Veterans Administration, Tribal Nations, etc.). To capture this revenue the CARE Center vendor must negotiate arrangements with these other agencies.

Lastly, in accordance with administrative code and Human Services expectations, primary service elements include the following:

1. Ongoing assessment of mental health and AODA condition and treatment needs.
2. Ongoing monitoring for suicide risk.
3. Coordination of consultation with a substance abuse counselor prior to discharge (for those residents identified as having a significant substance abuse issue).
4. Coordination of and participation in discharge planning and linkage with recovery resources, including peer support.
5. Provision of medication monitoring, subject to legal restrictions.
6. Transportation to and from local medical facilities based on treatment needs and referral protocols.
7. Coordination of transportation to other treatment services or a less restrictive living arrangement.
8. Linkage to other County services as needed/appropriate to explore benefits and assistance with community living (M.A. eligibility, Marketplace insurance, Food Stamps, ADRC, etc.)
9. Provide billing information to La Crosse County Human Services Fiscal Department no later than 5th business day following the month of service for business delivered to both La Crosse and Monroe counties. Logs **will not** be held until consumer stops receiving services. These logs will be entered by the respective county staff to bill MA or other insurance where appropriate. La Crosse County will process vendor billing for all La Crosse and Monroe County consumers and will pass associated revenue to contracted vendor. Log format will be defined by La Crosse County for import to billing software. Logs will include but not be limited to the following:
 - a. Consumer Demographic information:
 - i. First and Last name, DOB, Address, Phone, SSN
 - ii. Insurance Name and Numbers
 - iii. Intake Date, Discharge date if applicable.
 - b. Billing Details for each day:
 - i. Date of Service
 - ii. Time of service (each day)
 - iii. Duration of service (minutes) by each provider daily
 - iv. CPT Code of service provided and Modifier based on provider degree type
 - v. Service provider / Degree type
10. Collection of specified data to ascertain whether the program is meeting its intended goals (Also see Section 1.1.2 D).

D. Performance Records Reporting and Program Evaluations

The selected vendor is expected to collect and report specified data to ascertain whether the program is meeting its intended goals. Some of the data points expected include:

- Source of admission (e.g. community, emergency room, inpatient);
- Discharge destination;
- Length of stay;
- Insurance status (e.g. MA, Medicare, uninsured); and
- Consumer satisfaction.

The following elements are identified data elements for benchmarking purposes and should be reported to La Crosse County on a monthly basis:

- Number of referrals;
- Source of referrals;
- Reason for referral;
- Number of admissions;
- County of residence;
- Length of stay;
- Recurrence of admission;
- Discharge placement; and
- Client satisfaction survey results (annual report).
- Average daily utilization by La Crosse/Monroe consumers

E. Client Records

The vendor is expected to keep client records in a secure setting on-site. The management of client records should comply with HIPAA rules as well as other state and federal confidentiality standards.

F. Other Service Requirements

Information Technology Requirements:

Business and IT systems must fully and accurately support admission, discharge, record retention, billing and other operational functions. Specifically:

1. The operating entity is responsible for supplying its employees with the hardware, software and any other equipment necessary to perform assigned job functions. In addition, the provider should provide space and access to phone and data lines for staff from other agencies that perform work at the center.
2. Software supports supplying billing information to the County (ies) to include units of service as well as source of insurance when applicable.
3. Software enables collection and reporting of identified data elements for benchmarking purposes on a monthly basis. See Section 1.1.2 D for required data reported (unless otherwise indicated).
4. Telehealth capabilities will be viewed favorably.

G. Costs and Funding:

The CARE Center is a remarkable clinical facility that may have growth opportunities, however the current model is highly reliant on significant La Crosse and Monroe County Human Services funding.

The **current funding mechanism** for CARE Center services is built upon a foundation of maximized Medicaid billing by the contracted vendor:

- La Crosse County pays the contracted vendor a fixed rate of no more than \$450,000 annually or \$37,500/month. This cost represents the anticipated match needed for La Crosse and Monroe County consumers served by the CARE Center in 2017.
- WRIC bills units of service (not daily) for La Crosse and Monroe County consumers based on daily service logs provided by vendor.
 - WRIC returns Medicaid and insurance revenue back to vendor expecting this, in addition to the base of \$450,000.
 - La Crosse/Monroe counties will not be asked to increase match payment listed above if contract vendor does not achieve expected revenue. Revenue will be paid to vendor 30 days after payment is received and reconciled by La Crosse County. Vendors should note this process may take 60 to 90 days based on Medicaid processing.
- At year end, after MA reconciliation has been completed, contracted vendor will report allowable expenses and any excess revenue will be retained by La Crosse County against the final remittance to contracted vendor.
- There is no cap regarding number of consumers served, but averaging more or less than 7.5 beds/day for La Crosse & Monroe consumers over a significant period of time may lead either party to request discussion of utilization and/or current funding mechanism.

La Crosse and Monroe counties anticipate the current funding mechanism may be improved upon and are open to accepting applications with alternative funding strategies. Alternative funding strategies shall be based on actual utilization rate that provides incentive to provide service at maximum productivity. A bed hold charge could be considered as well.

Regardless of exact funding mechanism, the model will require the following:

- Vendor has capacity to serve an average of **up to 9.5** (increase over 2017 volume) La Crosse & Monroe consumers. Actual number served per day could be more or less, but capacity for this average is required.

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- A vendor that will market the model to other purchasers in the region/state, to include seeking inclusion in applicable insurance networks in region (Quartz, Health Traditions, etc.)
- A vendor that is successful in soliciting collaboration with a La Crosse or regional stakeholder to provide support such as ongoing financial/monetary resources, in-kind resources, staffing resources, etc.
- Vendor facilitating a partnership with La Crosse County and other purchasers to explore legislative and/or purchaser rule changes that will promote the ability to deliver an innovative and successful model (Medical Assistance reimbursement rates, etc.)
- Vendor meets all Medicaid requirements.

1.1.3 Program Goals

Wisconsin Administrative Code Chapter HFS 34 states that crisis stabilization shall achieve one or more of these outcome goals:

- Reduce or eliminate an individual's symptoms of mental illness so the person does not need inpatient hospitalization.
- Assist in the transition to a less restrictive placement or living arrangement when the crisis has passed.

The CARE Center should incorporate the following philosophies and core practices as part of the program goals.

1. Recovery Orientation incorporating the 10 fundamental components of:
 - a. Self-direction
 - b. Person-centered/individualized planning
 - c. Empowerment
 - d. Holistic
 - e. Non-linear process
 - f. Strength-based focus
 - g. Peer support
 - h. Respect
 - i. Responsibility
 - j. Hope
2. Evidence-Based Practices. EBP's are comprised of proven approaches to mental health crisis, substance abuse and co-occurring disorder interventions. Motivational interviewing represents one such EBP.
3. Physical Accessibility. The vendor shall consider physical accessibility for both clients and natural support systems in selecting and maintaining a facility in order to serve as many crisis consumers as possible.
4. Community Collaboration. The provider must understand the complex interactions between various stakeholders, including but not limited to

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consumers, county human services, hospitals and law enforcement. It is necessary to work cooperatively to develop agreed upon assessment/triage, referral, admission and transportation protocols. These relationships must be maintained over time through open communication, creative problem-solving and a common commitment to quality service.

1.1.4 Desired Outcomes

| Performance Objective | Expected Outcome | Outcome Measures |
|---|---|--|
| Successful Diversion – Return to Community. | Crisis consumers will transition from the CARE Center to a less restrictive setting 95% of the time. | CARE Center will assist in the transition to a less restrictive placement or living arrangement when the crisis has passed |
| High consumer satisfaction. | CARE Center consumer satisfaction surveys indicate at least 90% of consumers indicate they feel as though they were treated with respect. | Consumers are surveyed on a regular basis and high levels of satisfaction are achieved. Survey results are shared with La Crosse County on at least a semi-annual basis. |
| Sufficient service capacity. | Average length of stay for Acute Care level of care should be less than 5 days. | Length of stay is such that there is regular availability of beds when needed for a crisis situation. Data related to length of stay is tracked and reported on a monthly basis. |

1.2 Purchasing and Contracting Division/Department

This RFP is administered by the La Crosse County Human Services Department. The person responsible for managing the procurement process is Chris Sander.

The contract(s) resulting from this RFP will be administered by the La Crosse County Human Services Department. The contract coordinator will be Paul Medinger.

1.3 Definitions

The following definitions are used throughout the RFP:

CARE Center - refers to the current crisis stabilization facility. CARE refers to Crisis Assessment, Recovery and Empowerment.

County - La Crosse County Human Services Department.

Crisis - means a situation caused by a person's apparent mental disorder that results in a high level of stress or anxiety for the individual, persons providing care for the individual or the public that cannot be resolved by the available coping methods of the individual or by the efforts of those providing ordinary care or support to the individual.

DHS - the State Department of Health Services.

Provider - the proposer awarded the contract.

Vendor - a firm submitting a proposal in response to this RFP.

1.4 Clarifications and/or Revisions to the Specifications and Requirements

Please submit any known questions before the Vendor Conference. Any questions concerning this RFP must be received in writing by mail, fax, or e-mail on or before July 9, 2018. Send inquiries to:

Paul Medinger, Contract Coordinator
La Crosse County Human Services
300 4th Street N
La Crosse, Wisconsin 54601
Voice: (608) 785-5520 Fax: (608) 793-6567
E-Mail: pmedinger@lacrossecounty.org

Providers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the process. If a provider discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the provider should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided via the La Crosse County Website and via email to all known interested parties.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.5 Vendor Conference

A vendor conference will be held on Wednesday, July 11 at 2:30 p.m. at La Crosse County Health and Human Services Building at 300 4th Street North, 2nd Floor, Room 2003 - to respond to written questions and to provide additional instruction and information to providers on the submission of proposals.

1.6 Reasonable Accommodations

La Crosse County will provide reasonable accommodations for the vendor conference upon request. If you need accommodations at the vendor conference, contact Paul Medinger at (608) 785-5520 or pmedinger@lacrossecounty.org.

1.7 Calendar of Events

| | |
|--------------------|--|
| June 25, 2018 | Release date of CARE Center RFP |
| July 9, 2018 | Questions on RFP due to County |
| July 11, 2018 | Vendor Conference, Room 2003, La Crosse County HHS Building, 2 nd Floor, 2:30– 3:30 p.m. |
| July 27, 2018 | Proposals due from providers, receipt at 3:00 p.m. |
| August 22, 2018 | Vendor Interviews- please hold this day open for possible vendor interviews (August 22th at 2:00 p.m. and 3:00 p.m.) |
| September 21, 2018 | Anticipated notification of award sent to providers |
| January 1, 2019 | Estimated contract start date |

1.8 Contract Terms and Rate Increases

The contract shall be effective from January 1, 2019 until December 31, 2021.

Annual rate adjustments will be made automatically following the July Consumer Price Index for Urban Regions (CPI-U).

1. The rate will be determined from tables from the U.S. Department of Labor-Bureau of Labor Statistics for the Midwest Urban region for areas of 50,000 or more.
2. Should the CPI-U ever be less than 0%, the Provider rates will stay the same as the current year. Should the CPI-U ever be more than 3%, Provider rates will go up 3%.
3. Automatic Rate Adjustments exclude services that are purchased at retail price, Medical Assistance (MA) Rates, and reimbursement rates set by the State (i.e. children’s group homes/residential care centers, autism, etc.). Also excluded are contracted rates that include a total dollar amount not to exceed during the contract period.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a provider and the contract will be based on the information submitted in the provider’s proposal and any required vendor interviews. Failure to respond to each of the requirements in the RFP may deem the proposer non-responsive.

Elaborate proposals (i.e. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Public View of Proposals

To the extent permitted by law, it is the intention of La Crosse County to withhold the contents of the proposal from public view until such times as competitive or bargaining

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reasons no longer require non-disclosure, in the opinion of La Crosse County. At that time, all proposals will be available for review in accordance with the Wisconsin Public Records Law.

2.3 Incurring Costs

La Crosse County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Submitting the Proposal

Proposers must submit an original and seven (7) copies of all materials required for acceptance of their proposal by **3:00 p.m., July 27, 2018** to:

Paul Medinger
La Crosse County Human Services
Contract Unit
300 4th Street North
La Crosse, Wisconsin 54601

Proposals must be received in the above office by the specified time stated above. Proposals must be available electronically if requested by La Crosse County.

All proposals must be packaged, sealed, and show the following information on the outside of the package:

- Proposer's name and address.
- RFP title: CARE Center

2.5 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 x 11 inch paper bound securely. The "original" should be marked as such on the title page. Proposals should include a Table of Contents and be organized and presented in the order assigned in the RFP. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are as follows:

- Evaluation Criteria (See Section 3.5 of this RFP)
 - Service Methodology
 - Facility Environment
 - Organizational Capabilities
 - Staff Qualifications
 - Outcomes/Documentation
 - Collaboration and Risk Sharing
 - Funding/Price Proposal
- Required Forms
 - Attachment A Signature Affidavit
 - Attachment B Vendor Data Sheet

- Attachment C Purchase of Service Contract (return only if any requested revisions)
- Attachment D Budget Packet

2.6 Multiple Proposals

Multiple proposals from a provider will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

2.7 Vendor Interviews

Top scoring proposers, based on an evaluation of the written proposal, may be required to participate in interviews to support and clarify their proposals. **These will be scheduled for August 22, 2018**, following an internal meeting on August 13. **Please keep this date open for a possible interview. Generally, it is appropriate to bring staff familiar with the program and financial aspects of the proposal such that questions can be answered during the interview time.**

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Opening of Bid

Proposals will be opened after 3:00 p.m. on July 27, 2018

3.2 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met and if additional mandatory requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all providers do not meet one or more of the mandatory requirements, La Crosse County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.3 Right to Reject Proposals and Negotiate Contract Terms

La Crosse County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, La Crosse County may negotiate a contract with the next highest scoring proposer.

In addition, La Crosse County reserves the right to discontinue the RFP process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction with one or more providers.

3.4 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee will review all proposals and will request interviews and use the results of those meetings in scoring the proposals.

3.5 Evaluation Criteria

| <u>Description</u> | <u>Points</u> |
|---|----------------------|
| <u>Service Methodology</u> | 25 |
| Provide information on how mental health crisis stabilization monitoring services will be provided in a manner that promotes recovery incorporating evidence based practices. Please include detailed information on how substance use dynamics will be recognized and addressed as part of stabilization services. | |
| <u>Facility Environment</u> | 25 |
| Describe that prospective facility in which services will be provided. How would the center provide a warm, welcoming, and healing environment? Provide a description of what feature will be incorporated to promote the safety and well-being of the residents, staff and community. | |
| <u>Organizational Capabilities</u> | 25 |
| Describe proposers agency experience, ability, and capabilities in providing the service to the target population. Provide any background in providing mental health crisis and/or addressing any co-occurring disorders. Please provide two references including specific contact information for services provided to other organizations of a similar nature. | |
| <u>Staff Qualifications</u> | 25 |
| Describe the anticipated staffing pattern for the CARE Center, including the number and type of staff assigned to each shift. Provide the required educational and previous work experience for any direct and supervisory staff providing services. Provide information on how Peer Support will be provided. Describe any training and ongoing training that will be provided to the CARE Center staff based upon their position. | |
| <u>Collaboration and Risk Sharing</u> | 25 |
| Please provide a risk sharing plan that will become a part of the contract with La Crosse County. Please describe your ideas on how your agency will market the model to other purchasers in the region/state. Please provide information on how your agency would collaborate to provide community partnerships to enhance services for the CARE Center and assist with the maintenance and growth of the facility such as ongoing monetary/financial resources, in-kind resources, staffing resources, etc. | |

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| Describe a plan for maintaining close communication with other crisis system stakeholders, such as those responsible for initial response to emergency mental health and substance abuse needs (county human services, hospitals and law enforcement) and for resolving any conflicts or other problems that impede effective service to individuals in crisis. | |
| <u>Outcomes/Documentation</u> | 25 |
| Describe “how” the proposed outcomes the CARE Center will be documented and how the results will be measured and analyzed. Include any templates or methods of measuring agency service performance. Identify any quality assurance and control methods your organization utilizes for services of this type. Include any templates, tools or techniques for measuring performance. | |
| <u>Funding/Price Proposal</u> | 25 |
| <p>Please propose an hourly rate for crisis stabilization services provided at the CARE Center.</p> <p>Unless a vendor has an alternative funding mechanism, it is expected a vendor will need to meet all Medicaid requirements but will submit billing information to the Human Services Fiscal Department which will bill MA whenever possible. Provide information on any experience with Medicaid requirements and billing (including in other states).</p> <p>The provider is expected to seek inclusion in applicable insurance networks such as Quartz and Health Traditions. Provide information on experience with securing inclusion in private insurance provider networks and billing those entities.</p> <p>If no experience with Medicaid and private insurance, please provide an explanation on how these requirements will be met.</p> <p>Please provide any experience your agency has with seeking and securing grant funding.</p> | |
| <u>Vendor History</u> | 0 |
| These services are crucial to the clients served by La Crosse County Human Services. As part of this evaluation, a vendor may have up to 15 points subtracted based on the vendor’s past historical integrity in regards to providing services that meet needs of the clients, comply with program requirements and standards and are financially sound. Vendors with no previous history will be scored at zero. | |
| <u>Vendor Interviews</u> | 175 |
| <u>TOTAL</u> | 350 |

3.6 Required Forms

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

| | |
|--------------|---|
| Attachment A | Signature Affidavit |
| Attachment B | Vendor Data Sheet |
| Attachment C | Purchase of Service Contract (only if you have requested revisions) |
| Attachment D | Budget Packet |

3.7 Final Offers

The final provider is estimated to be made by the Internal Purchasing Approvers by September 21, 2018.

3.8 Notification of Intent to Award will be Shortly Following Final Approval

As a courtesy, La Crosse County may send a notification of award memo to responding providers at the time of award.

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS

La Crosse County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.

La Crosse County reserves the right to re-issue any solicitations.

Upon the selection of a finalist provider, La Crosse County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this provider. If La Crosse County, for any reason, is unable to reach a final agreement with this provider; La Crosse County reserves the right to reject such provider and negotiate a final agreement with the provider who has the next most viable proposal or bid. La Crosse County may also elect to reject all proposals and re-issue a RFP.

Clarification of proposals: La Crosse County reserves the right to obtain clarification of any point in a provider's proposal or obtain additional information.

La Crosse County is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability to meet the needs of La Crosse County.

La Crosse County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of La Crosse County.

La Crosse County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the provider.

Indemnification

The Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Provider, or its (their) agents and / or subcontractors which may arise out of or connected with activities covered by this contract.

5.0 PURCHASE OF SERVICE CONTRACT

The Purchase of Service Contract “Agreement,” attached hereto on Attachment C, shall be defined by written agreement between the parties and shall be binding when fully executed by the parties. **Supplier responses to the RFP will be incorporated by reference in each written agreement** and will become an integrated part of each final contract.

The proposer should submit as part of the RFP response any comments to the Purchase of Service Contract. It is requested that proposers not re-type or scan the document. Please provide feedback in the form of redline where required. La Crosse County will assume agreement of all contract language unless noted by provider.

6.0 START-UP COSTS

6.1 Start-up Costs (if Applicable)

Start-up costs are allowable for new or expanded services only. This total cost should be reflected under Section BB. Miscellaneous, with detailed proposed expenses attached to the budget packet. Costs incurred should be recovered in the unit price of the product or service. If a vendor feels that they need to bill start-up costs in advance of services being provided, this would need to be justified in the proposal and negotiated prior to contracting. Start-up costs may not be billed prior to services being provided for certain programs

7.0 EXPENSES RELATED TO CONTRACTING

7.1 Insurance Requirements

Provider will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

- Workers’ Compensation: minimum amount statutory
- Comprehensive general liability: \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
- Auto Liability (if applicable): \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
- Professional Liability (if applicable): minimum amount \$500,000
- Excess Liability Coverage: \$1,000,000 over the General Liability and Automobile Liability coverages.

7.2 Interpreters

Providers of services, not goods, are required by contract to sign a Letter of Assurance for Civil Rights Compliance and/or fill out a full Civil Rights Compliance Plan. Both of these documents require a provider of services to provide those services without discrimination, which means that they will need to provide an interpreter/translator at no cost to the client or La Crosse County.

7.3 Audits

Wisconsin Statutes 46.036(4) (c) requires that any Purchase of Service contract vendor with a contract in excess of \$100,000 must provide the County with a certified financial and compliance audit report.

7.4 Background Checks

- A. Provider shall comply with the provisions of DHS 12, Wis. Admin Code.
- B. Provider shall conduct background checks at its own expense of all employees assigned to do work, with direct client contact, for the Purchaser under this contract.
- C. Provider shall conduct background checks with other states where the employee has lived, any time an employee required to have a background check, has lived out of state within the last 3 years.
- D. Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, and the Department of Regulation and Licensing as well as out of State records, tribal court proceedings and military records.
- E. Provider shall not assign any individual to conduct work under this contract who does not meet with requirement of this law.
- F. Provider shall train its staff to immediately report all allegations of misconduct to their immediate supervisor, including abuse and neglect of a client or misappropriation of client's property. Staff shall also report to their immediate supervisor, as soon as possible, but no later than the next working day, when they have been convicted of any crime or have been, or are being investigated by any government agency for any act or offense (DHS 12.07(1)).
- G. The Provider shall notify the Purchaser, as soon as possible, but no later than the Purchaser's next business day, when any of the following occurs with regard to its personnel pursuant to DHS 12.07(2):
 - a. The Person has been convicted of any crime
 - b. The person has been or is being investigated by any governmental agency for any other act, offense or omission, including an investigation related to the abuse or neglect, or threat of abuse or neglect, to a child or other client, or an investigation related to misappropriation of a client's property.
 - c. The person has a governmental finding substantiated against them of abuse or neglect of a client or of misappropriation of a client's property.

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- d. In the case of a position for which the person must be credentialed by the department of regulation and licensing, the person has been denied a license, or the person's license has been restricted or otherwise limited.
- H. Upon notification from Provider, Purchaser will follow its internal procedures.
- I. Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. Provider shall complete the form attached as Appendix 7 (Page 2) and return it to the Purchaser. Purchaser may audit Provider Personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Policy.
- J. After the initial background check at the time of employment, licensure or contracting, the Provider must conduct a new Caregiver Background Check every four (4) years, or at any time within that period if the Provider has reason to believe a new check should be obtained.

Plan and budget accordingly for all of these expenses related to contracting with La Crosse County.