



**Preferred Provider Solicitation
Package
for
County of La Crosse, Wisconsin**

Friday, October 8, 2021

**HUMAN SERVICES DEPARTMENT
Adult Protective Services
Corporate Guardianship Services**

Proposals must be received no later than
3 p.m., November 1, 2021

SPECIAL INSTRUCTIONS:

- 1. Place the signed Signature Affidavit as the first page of your proposal.**
- 2. Proposals should be submitted electronically**
Proposals should be submitted via email with *proposal title in subject line* of the email.
Proposal Title: **Corporate Guardianship Services**
- 3. Vendor Conference will be held via Microsoft Teams online and/or phone**
RSVP will be required to attend – See Section 1.5
- 4. Deliver on or before November 1, 2021, 3:00 p.m. to**
Email: csander@lacrossecounty.org
- 5. Final award decision anticipated by November 19, 2021, with an estimated contract start date of January 1, 2022.**

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 Corporate Guardianship Services. La Crosse County, as represented by the Human Service Department Adult Protective Services Section intends to use the results of this process to award a contract for Preferred Provider. In the preferred provider purchasing option, service recipients are given a choice of all qualified providers of services. This means that Human Services may not limit the pool of qualified providers by offering an exclusive agency contract.

In this purchasing option, a Preferred Provider Solicitation Package will be forwarded to all known vendors who offer the particular service that is being sought. Once the preferred provider selection is made and approved by the Internal Purchasing Approval Committee, all other vendors who submitted plans and met the minimum specifications will be offered a contract which would allow them to be a vendor for the service if they agree to provide the service at or below the rate that was set by the preferred provider.

Thus, a contract can be established that:

1. Offers preferred provider priority when a client is unable to identify/voice a preferred provider for themselves.
2. Permits all qualified providers to provide service as long as the service is provided at a cost, which is equal to, or less than the rate Adult Protective Services Section has established through the preferred provider process.

Vendors who did not initially submit a plan can join the provider network at any time during the contract year as long as they meet the same conditions as the other providers.

The desired relationship between the contracting vendor and La Crosse County is one marked with a commitment to consistent quality service with continual improvement.

1.2 Service Description

A. Target Population

Persons who lack the mental capacity to care for themselves and are found to be mentally incapable of caring for themselves or their property.

B. Eligibility

Persons who have no other appropriate natural supports and a volunteer guardian is not available to provide guardianship services.

C. Description of Type of Services to be Rendered

Guardians are appointed by the court for persons who lack the mental capacity to care for themselves and are found to be incapable of caring for themselves or their property. A guardian may be responsible for making decisions regarding

the incapacitated person's support, care, health, safety, habilitation, education, therapeutic treatment and residence.

The purpose of a guardianship is to ensure that the best interests of the incapacitated person are represented and accounted for. A guardian serves as a fiduciary to the incapacitated person.

La Crosse County Human Services is seeking BOTH Guardian of the Person and Guardian of Estate services.

Role of Guardian and La Crosse County

Guardian of Person:

A Guardian of the Person is needed to serve as the decision-maker when an individual has been deemed legally incapacitated to make his or her own decisions for their personal care. A guardianship of the person is designed to protect persons who, because of their significant impairment, are not able to defend against exploitation or abuse by others and to assist persons who, because of their disability, are not able to adequately provide for their own care or custody.

The responsibilities include:

- Always inform and involve the ward to the greatest extent possible when decisions need to be made
- Health & person decisions
- Exercise ward's right to examine medical and treatment records
- Approve medical care
- Approve medication
- Approve residential setting
- Apply and advocate for services the person needs but is not receiving
- Attend team meetings every 6 months
- Attend residential required meetings
- Make decision in regards to where the ward should live
- Observe and discuss the ward's situation and needs
- Inquire into risks, benefits and alternatives, particularly where drastic, aversive or restrictive treatments are proposed
- Communicate to the Care Management Team any medical or medication changes
- Sign Family Care Member Center Plan (MCP) documents every six months, if applicable
- Sign legal documents
- Meet with ward at minimum once a quarter, but contact at least one time per month
- Advocate for ward/appeals & grievances
- Document time and nature of time spent with ward and submit summary of activity to County quarterly

- Annual report to the court

Guardian of Estate

A Guardian of the Estate is a person or corporate entity, appointed by a court under state statute, responsible for financial management of a ward's assets. A guardian of estate might be needed when there is no previously executed durable power of attorney for financial affairs and an individual has been legally found incapable of taking care of bill paying; investments and money matters; the property of an incapacitated person must be sold; or a health care provider or other service provider requires that a guardian be appointed before entering into a contract for services.

- Protect, possess and preserve the ward's property and exercise rights over the property (title, however, remains with the ward) and pay bills
- Provide maintenance and support of the ward using ward's property and income
- Expend, invest or authorize clean up and salve of ward's estate or property
- Sign legal documents for finances
- Advocate for person
- Document time and nature of time spent performing service and submit summary of activity to County quarterly
- Meet with person minimally each quarter, but contact at least one time per month
- If sale of estate, charge fees to the estate
- File an inventory of the ward's property as specified. The inventory must be verified under oath
- Annual accounting/report to Court
- When financial assets are spent down to allow for eligibility for Representative Payee and/or Medicaid services, will complete a final accounting to the court and request dismissal of guardianship of estate.

La Crosse County

- Responsible for all WATTS reviews, of wards in protective placement, to be submitted to court on an annual basis.
- La Crosse County will work collaboratively with corporate guardians, as needed, to ensure quality service is provided for each ward.

D. Determination of Fees For Corporate Guardians

Guardians must follow the Determination of Fees for Corporate Guardians process. The purpose is to determine if ward is required to pay a monthly corporate guardian fee, or a portion of the monthly fee, based on review of ward's income and expenses.

See Attachment E – *Determination of Fees For Corporate Guardians Overview and Form.*

- E. Performance Records and Program Evaluations
 - Document time and nature of time spent with ward or performing service.
 - Submit quarterly summaries for all wards of La Crosse County case status/contacts/actions to Human Services Contract Unit.
 - Submit annual report to court.

- F. Other Service Requirements
 - Corporate Guardian must be approved by the Department of Health Services (DHS).
 - Must meet the criteria set out in DHS 85, Wis. Admin. Code

1.3 Definitions

The following definitions are used throughout the PPSP:

DHS – Department of Health Services

1.4 Clarifications and/or Revisions to the Specifications and Requirements

This Preferred Provider Solicitation Package (PPSP) process is administered by La Crosse County, Human Services Department and the person responsible for managing the procurement process is Chris Sander.

Any questions concerning this document must be received in via e-mail to csander@lacrossecounty.org by **12 p.m., Thursday, October 14, 2021.**

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

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

1.5 Vendor Conference

A vendor conference will be held at **1:00 p.m. on Monday, October 18, 2021** via Microsoft Teams online and/or phone. This is held to respond to written questions and to provide additional instruction and information to providers on the submission of proposals. There will be minutes taken, posted on the website and emailed to all known interested parties. ***This will be the only forum where questions will be answered.***

To receive the information on how to attend the vendor conference, please **RSVP** via email Chris Sander at csander@lacrossecounty.org by **10:00 a.m., Monday, October 18, 2021**. Chris will forward you the link and phone information via email prior to the vendor conference.

1.6 Calendar of Events

October 8, 2021	Release date of PPSP
October 14, 2021	Questions on PPSP due to County by 12:00 p.m.
October 18, 2021	Vendor Conference, 1:00 p.m. – RSVP required
November 1, 2021	Proposals due from vendors, receipt by 3:00 p.m.
November 9, 2021	Vendor Interviews- please hold these times open for possible vendor interviews (9:30 a.m.; 10:30 a.m.)
November 19, 2021	Anticipated notification of award sent to vendors
January 1, 2022	Estimated contract start date

1.7 Contract Terms and Rate Increases

The contract shall be effective from **January 1, 2022** until **December 31, 2024**.

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 presentation/interviews. Failure to respond to each of the requirements in the PPSP 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 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 PPSP.

2.4 Submitting the Proposal

Proposers must submit all materials required for acceptance of their proposal by **3 p.m., November 1, 2021** to:

Chris Sander
csander@lacrossecounty.org

If proposer is unable to submit materials via email, please contact Chris Sander at (608)785-5511 or csander@lacrossecounty.org for further instructions. All proposals must be received by time and date stated above.

2.5 Proposal Organization and Format

All proposals should include a Table of Contents and be organized and presented in the order and by the number assigned in the PPSP. Each heading and subheading should be clearly marked. The PPSP sections which should be submitted or responded to are:

- Evaluation Criteria (See Section 3.5 if this PPSP)
 - Service Methodology
 - Organizational Capabilities
 - Staff Qualifications
 - 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) or submit your suggested contract template.
 - Attachment D Budget Request Form

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. in the response.

2.7 Vendor Presentation/Interview

Top scoring proposers, based on an evaluation of the written proposal, may be required to participate in presentations/interviews to support and clarify their proposals. **These will be scheduled for November 9, 2021 at 9:30 a.m. and 10:30 a.m., following an internal meeting on November 5th. Please keep this date and times open for a possible presentation/interview. Generally, it is appropriate to have 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 p.m. on November 1, 2021.

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 PPSP.

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 PPSP 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 vendor presentation/interviews and use the results of those meetings in scoring the proposals.

3.5 Evaluation Criteria

Description	Points
Service Methodology	25
Provide a demonstrated success and an understanding in the areas of service required in Service Description. Discuss the ability and experience in collaboration with involved social workers, care providers and other agencies, along with abilities and experience seeking community resources.	
Organizational Capabilities	25
Describe your organization's capacity, experience and ability, including partnerships and community linkages. Discuss the current staffing pattern. Is your organization approved by the State of Wisconsin? How many wards are you approved for?	
Staff Qualifications	25
Describe the applicable educational and work experiences for the key staff who will be assigned to perform the service, including their experience in working with this target population.	
Funding/Price Proposal	25

**Corporate Guardianship Services
Adult Protective Services**

<p>Please fill out Attachment D – Budget Packet to meet this requirement. Provide two monthly rates to provide corporate guardianship services and a mileage rate for out of county travel only. Set one monthly rate for Guardian of Person OR Estate and one monthly rate for Guardian of Person AND Estate. These monthly rates should be all-inclusive rates that encompass all expenses related to providing these services and be based on an <i>average of 4 hours of service</i>. If you feel you need more than two monthly rates and mileage, please outline what those rates would be and why you feel you would need them.</p>	
<p>Vendor Interviews</p>	<p align="right">100</p>
	<p align="right">TOTAL 200</p>

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 decision is estimated to be made by the Internal Purchasing Approvers by November 19, 2021.

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 PPSP.

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

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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 PPSP 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 PPSP 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 EXPENSES RELATED TO CONTRACTING

6.1 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.

6.2 Interpreters

Providers of services, not goods, are required by contract to sign a Letter of Assurance for Civil Rights Compliance. This document requires 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.

6.3 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 an annual audit report within 180 days from vendor's year end.

6.4 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.
 - 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.

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Adult Protective Services**

- I. Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. 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.