St. Clair County Community Mental Health Authority

## **REQUEST for PROPOSAL**

Regarding:

Children's Crisis Residential Services

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## Subsection I. A.

## General Information Regarding RFP

## GENERAL INFORMATION REGARDING REQUEST FOR PROPOSAL

This Request for Proposal (RFP) provides interested bidders with sufficient information to prepare and submit a proposal for consideration by St. Clair County Community Mental Health Authority Board.

#### 1. Contract Award

Contract award negotiations will be undertaken with the contractor whose proposal shows them to be qualified, responsible, fiscally sound and capable of performing the work.

The contract entered into will be with the contractor most advantageous to St. Clair County Community Mental Health Authority with rate and other factors considered. St. Clair County Community Mental Health Authority reserves the right to consider proposals or modifications thereof received at any time before award is made, if such action is in the best interest of the agency.

If a contract is awarded, the selected bidder will be required to comply with the contract provisions.

#### 2. Rejection of Proposals

The St. Clair County Community Mental Health Authority reserves the right to reject any and all proposals received as a result of this RFP. This RFP is made for information or planning purposes.

#### 3. Incurring Costs

The St. Clair County Community Mental Health Authority Board is not liable for any cost incurred by the contractors prior to issuance of a contract.

#### 4. Inquiries

All questions that arise as a result of this RFP must be submitted by email to Jennifer O'Dell at <a href="mailto:jodell@scccmh.org">jodell@scccmh.org</a> on or before Wednesday, September 25, 2024 or by mail to the CMH Administrative Office, 3111 Electric Ave., Port Huron, MI, 48060. Responses to the questions will be consolidated and provided to all potential bidders by Tuesday, October 1, 2024, in time for completion and submittal of your proposal.

#### 5. Amendment to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided in the same manner as the RFP document, which is via the <a href="https://www.scccmh.org">www.scccmh.org</a> website; or, at the option of CMH, the addenda may be sent directly to potential bidders who have provided contact information.

#### 6. Response Date

To be considered one (1) original and 12 copies of the proposal must arrive at the St. Clair County Community Mental Health Administrative Office, 3111 Electric Avenue, Port Huron, MI 48060, on or before **4:00 p.m. on Wednesday, October 16, 2024.**Absolutely no faxes or electronic versions of the proposal are to be sent. Bidders mailing proposals should allow normal delivery time to ensure timely receipt of their proposals. Late proposals and proposals that are not in compliance with the RFP guidelines will not be considered.

#### 7. Proposals

To be considered, bidders must submit a fully completed response to this RFP using the format provided in the "RFP Instructions." Responses should be provided to <u>each section</u> of the proposal outline. Failure to respond to each section may disqualify a bid or, at minimum, lead to a bidder receiving a reduced score in the RFP response evaluation, effectively removing the bid from further consideration. No other distribution of proposals will be made by the bidder. Proposals must be signed by an official authorized to bind the bidder to its provisions. The proposal must remain valid for at least 90 days.

#### 8. AFFIDAVIT OF COMPLIANCE

The bidders must complete and have notarized the Affidavit of Compliance (Attachment L) with the Iran Economic Sanctions Act – Michigan Public Act No. 517 of 2012. Any bid submit without the completed affidavit will not be considered.

#### 9. Acceptance of Proposal Content

The contents of the proposal of the successful bidder may become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

#### 10. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, and other non-essential items are not desired. Emphasis should be on completeness and clarity of content.

#### 11. Oral Presentation

Potential contractors who submit a proposal may be required to make an oral presentation of their proposal to CMH. The presentation provides an opportunity for the potential contractor to clarify the proposal to ensure thorough mutual understanding. The Administrative Office will schedule the presentations, if necessary.

#### 12. Contractor Responsibilities

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not they currently possess them within their organization. Included in contractor responsibilities are all those provisions included in the contract language.

#### 13. Contract Payment Schedule

CMH shall authorize and process claims payments to the Provider within thirty (30) days following receipt of a clean electronic claim from the Provider.

#### 14. News Releases

News releases pertaining to this RFP on the service, study, or project to which it relates will not be made without prior CMH approval, and then only in coordination with the St. Clair County Community Mental Health Authority Administrative Office.

#### 15. <u>Disclosure of Proposal Contents</u>

Proposals are subject to disclosure under the Michigan Freedom of Information Act (P.A. 1976, No. 442), once the RFP cycle is complete.

After contract award, a summary of total unit rate information for all submissions will be furnished upon request to those contractors participating in this RFP.

#### 16. Evaluation Process for Proposals

The selection committee for the RFP will be made up of approximately twelve people who will evaluate each proposal through the use of the evaluation rating criteria using a point formula that is included in the RFP. The selection committee will be comprised of one family member of children who are, or were, the recipients of SCCCMH mental health services. Each member of the selection committee will first review the technical requirements by each of the criteria described. The full committee will then convene to review and discuss their evaluations and arrive at a composite technical score for each bidder. At that point, bidders with an unacceptable low technical score (below 75 points) will be eliminated from further consideration. Bidders that obtain the minimum threshold requirements may be further evaluated through interviews and investigation of past practices. The selection committee will make a recommendation to the St. Clair County Community Mental Health Authority Leadership Team. The Leadership designee will provide the Executive Summary to St. Clair County Community Mental Health Board for information at the first board meeting following the selection committee's final scoring of the proposals and at the next board meeting for a final decision in the selection(s) of the Providers to be awarded contract(s).

## Subsection I.B.

# Organization Application and Conflict of Interest Attestation

 Complete the Organization Application (Form #01-1301) and Conflict of Interest Attestation (Form #01-1306) forms located via the <a href="www.scccmh.org">www.scccmh.org</a> as a separate document (Attachment C & Attachment D) with the RFP. Be sure to submit <u>all</u> required documents referenced within the forms.

## Subsection I.C.

# Contract Language Template And Standard Performance Indicators

The selected contractor will be required to assume responsibility for all services offered in the proposal and described in the RFP, including provisions described in the contract language and standardized Performance Indicators. The sample contract language (Attachment F) and contract Performance Indicators (Attachment G) are available separate from the RFP via the <a href="www.scccmh.org">www.scccmh.org</a> website.

## SECTION II.

Service Description

#### SERVICE DESCRIPTION

#### A. Overview:

The St. Clair County Community Mental Health Authority (SCCCMHA) is seeking a bid proposal from a corporation(s) to operate/manage the Children's Crisis Residential Group Home. SCCCMHA Children's Crisis Residential Services provide an alternative to inpatient psychiatric services or shorten the length of in-patient stays through the maintenance of a six-bed crisis residential facility for children, ages seven to seventeen, who need behavioral stabilization due to a severe emotional disturbance or a severe emotional disturbance with a co-occurring intellectual or developmental disability. Assessment, evaluation, and planning through a personcentered/family-driven and youth-guided approach is provided to ensure the child and family's needs are identified, assessed, and properly addressed through an individualized treatment plan. Educational services will be addressed as part of the plan in consultation with the child's home district. Therapy support services, milieu therapy, case management, psychiatric supervision, medication management and stabilization, as well as on-site nursing services are provided. Our service style supports a strength-based trauma informed approach, while emphasizing assertive intervention, parent and professional teamwork, and collaboration with community partners (DHHS, Juvenile Court, etc.).

The selected Provider will be required to obtain, maintain, and manage the license as a "Children's Therapeutic Group Home", as defined in Section 722.111 Sec. 1(f) under Act No. 116 of the Public Acts of 1973, as amended and must be approved by Michigan Department of Health and Human Services (MDHHS) to provide specialized crisis residential services.

#### B. <u>Population/Admission</u>

#### **Target Population:**

Services are designed for children, ages seven to seventeen, with a severe emotional disturbance or a severe emotional disturbance with a co-occurring intellectual or developmental disability. For children with a co-occurring disorder, symptomology related to the serious emotional disturbance must be the primary reason for treatment.

#### **Program Admission Criteria:**

Approval for crisis residential services must be received through Region 10 Access Center. Children must meet psychiatric inpatient criteria but have symptoms and risk levels that permit them to be treated in an alternative setting. To utilize this facility, children must meet medical necessity as determined by the following Medicaid level of care determination guidelines:

**Diagnosis:** The child must be suffering from a mental illness reflected in a primary, validated, current version of DSM or ICD diagnosis.

**Severity of Illness** (signs, symptoms, functional impairments and risk potential): At least <u>one</u> of the following five manifestations is present:

1. Severe Psychiatric Signs and Symptoms.

Psychiatric Symptoms – features of intense cognitive/perceptual/affective disturbance (hallucinations, delusions, extreme agitation, profound depression) – severe enough to cause disordered and/or bizarre behavior (e.g., catatonia, mania, incoherence) or prominent psychomotor retardation, resulting in extensive interference with activities of daily living, so that the child cannot function at a lower level of care.

Disorientation, impaired reality testing, defective judgment, impulse control problems and/or memory impairment severe enough to endanger the welfare of the child and/or others.

Severe anxiety, phobic symptoms or agitation, or ruminative/obsessive behavior that has failed, or is deemed unlikely, to respond to less intensive levels of care and has resulted in substantial current dysfunction.

#### 2. Disruptions of Self-Care and Independent Functioning.

Child is unable to maintain adequate nutrition or self-care due to a severe psychiatric disorder.

The child exhibits significant inability to attend to age-appropriate responsibilities, and there has been a serious deterioration/impairment of interpersonal, familial, and/or educational functioning due to an acute psychiatric disorder or severe developmental disturbance.

#### Harm to Self.

A suicide attempt has been made which is serious by degree of lethal intent, hopelessness, or impulsivity.

There is a specific plan to harm self with clear intent and/or lethal potential.

There is self-harm ideation or threats without a plan, which are considered serious due to impulsivity, current impairment, or a history of prior attempts.

There is current behavior or recent history of self-mutilation, severe impulsivity, significant risk-taking or other self-endangering behavior.

There is a verbalized threat of a need or a willingness to self-mutilate, or to become involved in other high-risk behaviors; and intent, impulsivity, plan and judgment would suggest an inability to maintain control over these ideations.

There is recent history of drug ingestion with a strong suspicion of intentional overdose. The child may not need detoxification but could require treatment of a substance induced psychiatric disorder.

#### 4. Harm to Others.

Serious assaultive behavior has occurred and there is a clear risk of escalation or repetition of this behavior in the near future.

There is expressed intention to harm others and a plan and means to carry it out; the level of impulse control is non-existent or impaired.

There has been significant destructive behavior toward property that endangers others, such as setting fires.

The person has experienced severe side effects from using therapeutic psychotropic medications.

## 5. Drug Medication Complications or Coexisting General Medical Condition Requiring Care.

The child has a known history of psychiatric disorder that requires psychotropic medication for stabilization of the condition, and the administration, adjustment or reinitiation of medications requires close and continuous observation and monitoring. This cannot be accomplished at a lower level of care due to the child's condition or the nature of the procedures involved.

There are concurrent significant physical symptoms or medical disorders which necessitate evaluation, intensive monitoring and/or treatment during medically necessary psychiatric hospitalization, and the coexisting general medical condition would complicate or interfere with treatment of the psychiatric disorder at a less intensive level of care.

#### C. Intensity of Service:

The child meets the intensity of service requirements if inpatient services are considered medically necessary and if the person requires at least one of the following:

- 1. Close and continuous skilled medical observation and supervision are necessary to make significant changes in psychotropic medications.
- 2. Close and continuous skilled medical observation is needed due to otherwise unmanageable side effects of psychotropic medications.
- 3. Continuous observation and control of behavior to protect the child, others, and/or property, or to contain the child so treatment may occur.
- A comprehensive multimodal therapy plan is needed, requiring close medical supervision and coordination, due to its complexity and/or severity of the child's signs and symptoms.

#### D. Transition/Exit Criteria:

Discharge planning will start upon entry into the facility and continue throughout the treatment process. Services will be provided for a period of up to 14 calendar days per episode with the option of an extension, if justified by clinical need, as determined by the treatment team. When symptomatology and environmental factors necessitate treatment beyond 30 days, services will move to transitional care.

Discharge will be based on resolution of the immediate crisis/stressor, improvement in the functioning level of the child, evidence the child's support

system is able to effectively manage and address the child's needs, and the arrangement of needed follow-up services.

#### E. Hours and Days of Operation:

St. Clair County Children's Crisis Residential Services operate seven days a week 24-hours per day.

#### F. After Hours Crisis Services Protocol:

The treatment facility is staffed 24 hours per day. The after-hours linkage will be used to respond to emergent situations related to children being treated in the facility. The facility can accommodate placement on a 24 hour per day basis.

Refer to Policy 03-003-0010 "After Hours Crisis Intervention"

#### G. Program Goal:

The primary goal of Children's Crisis Residential Services is to provide an alternative to inpatient psychiatric services or shorten the length of in-patient stays. This service is designed to assist children and their families in resolving behaviors and/or circumstances that necessitated the temporary out of home placement, while building upon existing strengths. In instances where family reunification is not possible, services will assist children in moving to the most inclusive, family type setting possible.

#### H. Service Modalities:

Children's Crisis Residential Services are provided at a treatment facility licensed as a children's therapeutic group home. The facility is staffed 24 hours per day by trained childcare workers and supervised by a children's mental health professional. Childcare workers are trauma informed and trained in positive behavior supports. Two licensed clinicians are housed on-site to provide therapy support services, case management, milieu therapy, and collateral contacts with community partners (DHHS, Juvenile Court, Schools, etc.). Trauma Focused Cognitive Behavioral Therapy, Motivational Interviewing, and Interactive Journaling are evidenced based practices utilized in treatment. Consultation and training with a Board-Certified Behavior Analyst is available to staff and families as needed. On-site nursing services are provided daily, with 24-hour availability on call. Treatment services are clinically supervised by a psychiatrist, who is available for case consultation, team meetings, psychiatric evaluations, and medication reviews. The treatment team works with children in a clinically indicated fashion based upon individual treatment plans. The plan of service is a comprehensive plan that identifies child and family strengths and individual needs, determines appropriate interventions, and identifies supports and resources. It is developed in partnership with family members and community partners, through a personcentered planning, family driven, youth guided approach.

#### I. Medical Consultation and Overnight:

Treatment services are clinically supervised by a psychiatrist, who is available for case consultation, team meetings, and psychiatric evaluation/intervention. A nurse

practitioner may provide medication reviews at the group home under the clinical supervision of the psychiatrist.

#### J. Special Populations:

Brochures and all written materials are available in requested languages. Interpreters are available for language translation per request.

St. Clair County Community Mental Health staff is trained in cultural sensitivity and adhere to the following policies:

- 06-002-0010 "Cultural Competency"
- 06-002-0015 "Limited English Proficiency (LEP)"
- 02-002-0021 "Interpreters for the Deaf and Hearing Impaired"

#### K. Program Resources:

Childcare workers, facility supervisory staff, and nurses are hired through a contract provider. Supervisory staff must meet the qualifications of a child mental health professional. Supervisory staff are on-site sixteen hours per day (Monday – Friday) with 24-hour availability on-call. The severity of the children's needs will ultimately determine the staffing pattern but will minimally be one staff to three children. Nursing services are on-site and provided at least one hour per day, per child, seven days a week, with 24-hour availability on-call. Two SCCCMH licensed clinicians will be housed on-site and available after hours for crisis intervention. A psychiatrist and/or psychiatric nurse practitioner will be available for medication reviews, consultation, and team meetings. Consultation and training with a board-certified behavior analyst is available based on need.

Staff meet qualifications in accordance with St. Clair County Community Mental Health on:

- 01-003-0011 "Provider Enrollment and Credentialing"
- 06-001-0010 "Personnel: Alcohol and Drug Testing"
- 06-001-0015 "Personnel: Background Checks"
- 06-002-0040 "Training"
- 01-002-0055 "Staff Meetings"

Staffing patterns will be routinely reviewed, and changes will be made based on need and data. Reasonable requests to support programs are approved.

#### L. Program Evaluation Criteria:

St. Clair County Children's Crisis Residential Services staff meet regularly to consult on cases, and treatment services are supervised by a psychiatrist/psychiatric nurse practitioner. St. Clair County Children's Crisis Residential Services comply with the Michigan Department of Health and Human Services (MDHHS) standards for Child Crisis Residential Services, as well as the licensing requirements for a children's therapeutic group home. Children's Crisis Residential Services are evaluated through program performance indicators. Services comply with the following St. Clair County Community Mental Health policies on quality improvement:

02-003-0011 "Utilization Management"

- 03-003-0065 "Satisfaction Survey"
- 06-002-0040 "Training"

St. Clair County Community Mental Health administers or complies with the following surveys:

- "Customer Services and Access Customer Service Department" (02-002-0005)
- "Accessibility to Services/ Barriers"
- "Post-Discharge"
- "Needs"
- "Customer Satisfaction"

#### M. Additional Covered Services:

#### Personal Care in a Licensed Facility

Personal care services are those services provided in accordance with an Individual Plan of Service to assist an individual in performing his/her own personal daily activities. Services may be provided only in a licensed foster care setting with a specialized residential program certified by the state. These personal care services are distinctly different from the state plan (Home Help) program administered by MDHHS.

Personal care services are covered when authorized by a physician or other health care professional in accordance with an IPOS and rendered by a qualified person. Supervision of personal care services must be provided by a health care professional who meets the qualifications contained in the Medicaid Provider Manual.

Personal Care services include assisting the individual to perform the following:

- Assistance with food preparation, clothing and laundry, and housekeeping beyond the level required by facility licensure, (e.g., an individual requires special dietary needs such as pureed food).
- Eating/Feeding;
- Toileting;
- Bathing:
- Grooming;
- Dressing;
- Transferring (between bed, chair, wheelchair, and/or stretcher);
- Ambulation; and
- Assistance with self-administered medications.

"Assisting" means staff performs the personal care tasks for the individual; or performs that task along with the individual (i.e., some hands-on); or otherwise assists the individual to perform the tasks himself/herself by prompting, reminding, or by being in attendance while the individual performs the task(s).

#### Community Living Supports

Services used to increase or maintain personal self-sufficiency with a goal of community inclusion/participation, independence, and productivity,

Assisting, reminding, observing, guiding and/or training:

- Meal Prep
- Laundry
- Routine household care and maintenance
- Activities of daily living
- Shopping

Assistance, support and/or training

- Money Management
- Non-medical care
- Socialization and relationship building
- Transportation
- Participation in community activities and recreation opportunities
- Staff assistance with preserving the health and safety of the beneficiary

#### Service Documentation Requirement

The following documentation is required in the individual's file in order for reimbursement to be made for Community Living Supports or Personal Care in a Licensed Facility:

- An assessment of the individual's needs for personal care and/or community living support.
- An individual plan of service that included the specific personal care and/or community living support services to be delivered that is reviewed and approved at least once per year during person-centered planning.
- Documentation of the specific days on which personal care and/or community living support services were delivered consistent with the individual's plan of service and signed by the health care professional who delivered services (who meet the qualifications contained in Medicaid Provider Manual.

#### N. Provider Requirements/New Provider/Setting Requirements:

Accreditation by CARF, COA or JACHO is strongly preferred but other bidders may be considered depending upon experience, references, demonstration of organizational creativity and flexibility as well as cost efficiency.

All new providers must obtain provisional approval status through completion of the Home and Community Based Services (HCBS) New Provider Survey, demonstrating that the provider does not require heightened scrutiny. All new settings (either newly established or new to the specific program) must be immediately compliant with the HCBS Final Rule. Determination of a new setting's compliance with the HCBS Final Rule must be determined after the setting is built and/or has been operational with residents or individuals receiving services in order for the evaluating entity to have a full understanding of the individual's experience while participating with the setting.

The provider will support SCCCMH's Program Philosophy:

#### **AGENCY MISION AND VISION**

**VISION STATEMENT:** St. Clair County Community Mental Health will remain the leader in integrated behavioral healthcare.

**MISSION STATEMENT:** Providing opportunities for health, wellness, and connection.

**VALUES:** Compassion

Accessibility
Relationship
Empowerment
Service Excellence

The provider will embrace and support the "Trauma Informed Care" within the organization and in the Children's Crisis Residential Home. Trauma Informed Care (TIC) is an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of traumas. TIC recognizes that many of the symptoms experienced by survivors of trauma are directly related to their experience with trauma.

#### O. Privileging and Credentialing and Conflict of Interest Attestation:

The Organization Application (Attachment C) and Conflict of Interest Attestation form (Attachment D) must be completed and submitted with the proposal. This form is located by the RFP as a separate document on our website <a href="www.scccmh.org">www.scccmh.org</a>. Be sure to submit <a href="mailto:all">all</a> required documents referenced within the forms.

#### P. Administrative and Management Capacities:

The "Residential System" in St. Clair County is one with inherent administrative, managerial, and operational complexities. These functions must be performed with an elevated level of effectiveness and efficiency. This section covers SCCCMHA's contractual expectation of the Providers' abilities to address and perform specific administrative tasks which include:

#### a. Personnel Management/Training Requirement

Prior to opening the home, it will be expected that direct care staff for the home will be completely trained following the Bureau of Children and Adult Licensing requirement and SCCCMH required trainings. The direct care staff must obtain 12 hours of children-specific training within 90 days of hire and then obtain the remaining 12 hours to reach the required 24 hours of children-specific training per year. SCCCMH Clinical staff will be housed on-site at the home and will ensure staff are trauma informed and adequately trained in positive behavioral supports. Provider will track all staff's training, as identified on the "SCCCMH Training Grid- Group and Specialized AFC Home" (Attachment H) and completed trainings will be reporting to SCCCMH on the "Training/Requirement Report Form" (Attachment I). The Children's Diagnostic & Treatment Specific Training will be documented on SCCCMH Form #0600 "Children's Diagnostic and Treatment Specific 24 Training Hours Tracking Form" (Attachment J) and will be submitted with the "Training/Requirement Report

Form". The training grid, report form, and the Children's 24 hours reporting form are all included in the RFP packet located on the www.scccmh.org website.

#### b. Financial Management

Provider shall ensure its accounting procedures and internal financial controls shall conform to generally accepted accounting principles in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified. The parties understand and acknowledge that their accounting and financial reporting under this Agreement must be in compliance with MDHHS accounting and reporting requirements.

Provider receiving \$500,000.00 or more of Contract funding must obtain an annual, independent financial audit of their entire organization. Provider's Certified Public Accountant (CPA) will submit 3 copies of the audited Financial Statements, Management Letter, "Auditing Procedures Report", and evidence of financial solvency to the CMH within 30 days of receipt, but no later than March 31st following the end of the CMH Fiscal Year.

Provider shall be financially solvent prior to commencing services required in this Contract. Provider shall give immediate notice to CMH of any change in financial position material to such solvency and to continuing in operation as a going concern, at any time during the term of this Contract.

#### c. IS capabilities/data entry

Provider shall implement tools to prevent unauthorized access and virus protection to its internal transaction and office system using planning, management, and system monitoring techniques. To ensure system security, the Provider shall perform a Health Insurance Portability and Accountability Act (HIPAA) Security Audit of its internal data and access systems, once every two years. The CMH/PIHP reserves the right to require review by a third party if the results are deemed unsatisfactory.

For Providers that electronically submit data, Provider shall use CMH/PIHP approved electronic formats for transferring data to and from the CMH/PIHP. Data to be transferred electronically includes, but is not limited to, Claims and consumer Demographic Data. CMH/PIHP and Provider may, from time to time during the term of this Contract add other data to the list of files to be transferred electronically. Provider shall implement any standard electronic formats approved by the CMH/PIHP. The encounter/claims transaction set will use the standard ANSI X12n 837 electronic format which is a HIPAA-compliant standard. Any enrollment download to CONTRACTOR from CMH/PIHP will use the ANSI X12n 834 electronic format which is a HIPAA-compliant standard.

The Provider agrees to ensure all data is entered and edited for accuracy by 5:00 p.m. the 3<sup>rd</sup> working day of the following month. Any known problems that may cause a delay, particularly those that are related to the software system and are beyond the control of the Provider, must be reported to CMH immediately. Failure to do this may result in a reduction of the reimbursement to the Provider. Data that is entered by the initial due date will receive a timely payment. Payment for data entered after the 3<sup>rd</sup> Working Day of the following month will be included in the following month's payment. No "second checks" for the month will be remitted.

There will be a charge for the cost of processing data corrections at the rate of \$50.00 per hour.

#### d. Quality Management/ Compliance (Regulatory Management)

The organization shall have a Quality Improvement (QI) Program that achieves, through ongoing measurement and intervention, improvement in aspects of clinical care and non-clinical services that can be expected to affect consumer health status, quality of life, and satisfaction.

The QI plan must objectively and systematically monitor and evaluate the quality and appropriateness of care and service to individuals through quality assessment and performance improvement projects, and related activities, and pursues opportunities for improvement on an ongoing basis. The extent of consumer involvement in QI Plan development and ongoing QI activities should be explained. The provider identifies and uses quality indicators that are objective, measurable, and based on current knowledge and clinical experience. Methods and frequency of data collection are appropriate and sufficient to detect need for program change. As actions are taken to improve care, there is monitoring and evaluation of corrective actions to assure that appropriate changes have been made. In addition, changes in practice patterns are tracked.

A portion of QI includes, but is not limited to, the achievement of outcomes in the area of Program Evaluation. Available with RFP information is a sample of FY2024 performance indicators that have been used with Residential Contracts (Attachment G).

#### e. Consumer Satisfaction with Services:

Consumer satisfaction must be measured in all programs. Satisfaction surveys must be conducted in a manner that offers anonymity and should not be conducted by a person providing direct services to the consumer. For those contractors that provide community living services, home/program managers should not conduct surveys for their own programs. Survey results should distinguish between responses from direct consumers and response from families or concerned others. Consumer Satisfaction must be measured not less than annually for all consumers and a report forwarded to CMH at least annually. A sample of the survey and the procedures of survey administration should be submitted with the proposal.

The organization promotes and facilitates the inclusion of persons served in the community as indicated by personal choice. The persons served are involved in community activities of their choice such as activities of a service organization, community group, etc.

The organization develops and/or facilitates access to community support and services, which reflect the needs of the persons served. Based on the preferences of the persons served, the organization provides information about and/or makes sure persons have access to community resources and services.

#### f. <u>Insurance</u>:

Potential provider shall not commence work under contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force during the entire life of the contract. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan and acceptable to CMH. The requirements below should not be interpreted to limit the liability of the provider. All deductibles and Self-Insured Retentions (SIR) are the responsibility of provider.

- 1. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;
- 3. If transportation services are rendered under this contract, provider must maintain Automobile Liability Insurance including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. Employers Liability Insurance in an amount not less than \$500,000 each accident, each employee by disease, and aggregate disease.
- 5. Privacy and Security Liability (Cyber Liability) Insurance with limits of liability not less than \$1,000,000/\$1,000,000 per occurrence and aggregate. Provider must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 6. Professional (Malpractice) Liability in an amount not less than \$3,000,000 per occurrence and \$3,000,000 aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.
- 7. Additional Insured: Commercial General Liability and Auto Liability Insurance (if required) as described above, shall include an endorsement stating CMH shall be *Additional Insureds*. It is understood and agreed by naming CMH as additional insured, coverage afforded is primary and any other insurance CMH may have in effect shall be considered secondary and/or excess.

#### Q. Contract Evaluation/Competency Issues/Satisfaction:

Once Provider is awarded the SCCCMHA contract the Provider will be evaluated based on contractual performance. See attached separate document for a sample of specific Residential Contract Performance Indicators (Attachment G).

## Section III.

## RFP INSTRUCTIONS

#### PROPOSAL OUTLINE:

Note: Bidders must provide complete responses to each section as outlined below.

#### I. Agency Profile

#### A. Agency Description:

- Brief History of Organization indicating the number of licensed residential group homes your agency manages and indicate if the homes are Adult or Children homes.
- 2. Business Status, e.g. Corporation, Partnership, §501 (c) 3.
- 3. Describe the rationale for the agency pursuing this opportunity.
- 4. Describe future plans/issues facing the agency.
- 5. Disclose any potential conflict of interest.
- 6. List experiences with developing and sustaining collaborative relationships with other agencies and what collaborative relationships will be beneficial in the management of the Children's Crisis Residential Home.
- 7. Describe your experiences in operating a Children's Crisis Residential Services or a Children's Residential Home.

#### II. Administrative/Management of the Agency

#### A. <u>General/Provider Requirements:</u>

- 1. Describe who is on your Board of Directors and indicate the number and percentage of individuals receiving services currently or in the past and/or guardian representation.
- 2. Provide a current, dated, program specific, organizational chart including administrative structure.
- 3. List the name of the key administrative staff who would be involved in proposed program/services with resume (i.e. administrator, fiscal staff, and lead program staff).
- 4. Complete the Organization Application and Disclosure of Information found with the RFP on the <a href="https://www.scccmh.org">www.scccmh.org</a> website (Attachment C & D).

#### B. Personnel Management/Training:

- 1. Describe your personnel management system.
- 2. Provide evidence of the staff qualifications, job description and experience in working with the target population. (Copies of certification/licensure).
- 3. Indicate the number of staff that will be providing the services be it full-time, part time and/or contractual position(s). Provide staffing schedule for a typical week.
- Describe the process you have for new employee orientation? Describe or attach
  a checklist of training items or materials that are included in the orientation
  process.
- 5. Provide a brief "Training Plan" to show how the direct care staff will obtain the 12 hours of children-specific training within 90 days of hire and then obtain the remaining 12 hours to reach the required 24 hours of children-specific training per year?
- 6. Describe how staff performances will be evaluated and the frequency of the evaluation?

7. Describe your agency's plan for staff retention to ensure program implementation and continuity of care.

#### C. Financial Management:

- 1. Submit copies of the 3 most recent years of the agency's independent external financial audit reports along with auditor notes and comments. Also include any Management Letters for the same time period. (Required)
- 2. Explain if there are any pending or unresolved issues that relate to the fiscal audits or if you have made a plan of correction addressing those areas. Include corrective steps you have taken.
- 3. Describe your agency's internal controls/division of duties.
- 4. How does your agency maintain sufficient cash flow?
- 5. How often are financial statements produced? Who reviews and act upon your financial reports? How often are the financial statements given to your Board?
- 6. Explain in detail when and why advance requests for payment have been made to contractors.
- 7. Explain the status of payables after payroll has been met including aging.

#### D. Information Systems/Authorization Monitoring:

- 1. Describe your information system.
- 2. Describe your data entry process.
- 3. Describe your system for monitoring and processing authorizations of services being provided.

#### E. Quality Management:

- 1. Describe your agency's Quality Improvement Process for implementing the Quality Improvement Program.
- 2. Provide current quality improvement plan and previous fiscal year quality improvement summary.
- 3. Describe how quality improvement annual reports are used, provide customer satisfaction surveys and how data is used, discuss methods used to measure outcomes and individual participation.

#### F. Community Involvement:

- 1. Describe how your agency utilizes community involvement and customer input/participation in:
  - a) Policy development
  - b) Program planning
  - c) Routine decision making
- 2. Describe how your agency utilizes community resources and natural supports.

#### G. Insurance:

- 1. Provide a copy of current Worker's Compensation insurance coverage.
- 2. Provide a copy of current Professional Liability insurance coverage (errors and omissions) in a sum of not less than \$3,000,000 per claim and \$3,000,000 annual aggregate.
- 3. Provide a copy of current Commercial General liability insurance coverage with broad form endorsement or equivalent, if not in the policy proper, professional liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- 4. Provide a copy of Vehicle liability insurance coverage and Michigan no-fault coverage's including all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- 5. Provide a copy of Employers Liability Insurance in an amount not less than \$500,000 each accident, each employee by disease, and aggregate disease.
- 6. Provide a copy of Privacy and Security Liability (Cyber Liability) Insurance with limits of liability not less than \$1,000,000/\$1,000,000 per occurrence and aggregate. Bidder must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

#### III. Program Description

- A. Define, in detail, what services you are able to provide and how the home will be compliant with the Home and Community Based Services (HCBS) Final Rule.
- B. Define program service capacity regarding the estimated number of individuals to be served and the number of staff that will be assigned per shift.
- C. Describe the plan for when and how staff will be supervised, and who in your organization will be responsible for reporting to CMH's staff in various departments (e.g. contract manager, fiscal, data/claim, Support Coordinators and/or Case managers).
- D. Describe accessibility and availability for the services proposed and what processes are in place when staff are not able to show for work how will coverage be provided in the home. (e.g., authorization requirement/processing, hours per day, days per week).
- E. Describe your agency's ability to meet the needs of special populations, e.g., children having experienced trauma, hearing, physically and/or vision impaired and limited English proficiency (communication issues).
- F. Describe what steps your agency takes or would take to ensure that the principles of person-centered planning, self-determination, recovery-oriented system of care and trauma informed care are adhered to and that the Individual Plan of Service will be followed. Provide some specific examples.
- G. Attach three (3) letters of reference and support from various agencies that you collaborate with in the community indicating the quality and/or effectiveness of services provided.
- H. Provide information from individuals and/or agencies that previously received services from your agency that show the level of satisfaction, (e.g. customer satisfaction reports and/or provider satisfaction reports).

#### IV. Budget

- A. Submit a total annual cost for residential service by completing the Specialized Residential Cost Calculation Form(s) (Attachment E) available separate from the RFP on the www.scccmh.org website.
- B. Include detailed budget narrative separate from the costing principles, which further explains how the rate was determined such as actual cost or estimated cost.

#### V. Regulatory and Performance Monitoring

- A. List the last two (2) years of substantiated Recipient Rights Complaints and describe what corrective actions were taken.
- B. Provide a copy of the agency's corporate compliance plan/process. Describe any corporate compliance investigation(s) that have occurred and were reported to CMH Compliance Officer.

#### VI. Start-up Planning

- A. Describe the start-up plan your agency will put into place if your agency is awarded the contract for residential services. Include the following factors in the plan:
  - 1. Administrative management changes, efficiencies and capacity.
  - 2. Procurement of any required license and/or certification.
  - 3. Estimated time frame in which the new service provider plans to assume contractual obligations.
  - 4. A detailed schedule of expenses related to the start-up costs associated with the new Children's Crisis Group Home. This includes but is not limited to, such expenses as furniture, appliances, linens, kitchen accessories. Reimbursement of actual start-up cost not to exceed original estimate.

## Section IV.

## **BUDGET INSTRUCTIONS**

Uniform Administrative Requirements, Costing Principles and

Audit Requirements for Federal Awards (Uniform Grant Guidance)

The Specialized Residential Cost Calculation form (Attachment E) is available separate from the RFP via the <a href="www.scccmh.org">www.scccmh.org</a> website to be utilized and completed to show the estimated annual cost for the residential services. Bidders should provide two different cost calculations for the following: 1) If SCCCMH were to purchase the home and the bidder were to staff the home, this option would require bidder to make lease payments, estimated to be \$3,722.00 per month, (subject to change, not actual cost) to SCCCMH; 2) cost calculations if the bidder purchases and staffs the home.

Section V.

**Rating Sheet** 

#### PROPOSAL RATING SHEET

Bidder:	Date:
Service:	Rater #:
Instructions: a) Review and score each bid on a separate rating sheet. b) Indicate in the Strengths/Weaknesses column why points are c) Note any mistakes and/or irregularities in the last column.	e deducted from the maximum possible for each item and sub-item.
Rating Criteria	Comments Strengths/Weaknesses
Agency Profile (Maximum points awarded 8 pts.):	

#### Did the bidder provide a brief history of the organization and indicate the number of licensed residential group homes the agency manages and indicate experience in working with the children population? (2 pts.)

- 2) What is the form of business, individual, partnership, corporation, for profit etc.? (1 pt.)
- 3) Is there a rationale for the agency pursuing this opportunity? (1 pt.)  $\,$
- 4) Are there future planning/issues facing the agency? (1 pt.)
- 5) Is there a potential conflict of interest? (No-1 pt. Yes- 0 pts.)
- 6) Does the bidder have experience with developing and sustaining collaborative relationships with other agencies? Has this bidder developed any collaborative relationships that would be beneficial in the management of the Children's Crisis Residential Home? (1 pt.)
- 7) Does the bidder describe any experience in operating a Children's Crisis Residential Home or Children's Residential Home? (1 pt.)

Total rater's points for section:

Agency Description

Rating Criteria	Comments Strengths/Weaknesses
II. Administrative/Management of the Agency: (Maximum points awarded 50 pts.)	
A. General	
Was the Board of Directors described and is there adequate individuals receiving services representation? (1 pt.)	
Did the agency provide a current, dated, program specific organizational chart including administrative structure? (1 pt.)	
Are there key administrative staff who will be involved in the proposed program/services and their resumes (i.e. administrator, fiscal staff, and lead program staff)? (1 pt.)	
4) Did the agency submit a completed Organization Application and Disclosure of Information Form with all the requested documents in the forms? (1 pt.)	
B. Personnel Management	
1) Did the agency describe their personnel management system? (1 pt.)	
2) Do the staff persons who will provide services have education, experience, and qualification in this or related services to serve the target population? (3 pts.)	
3) Will the staff providing the services be full-time, part-time and/or contractual positions? Did the bidder provide staffing schedule for a typical week? (2 pts.)	
Was new employee orientation described and materials provided showing what is covered or provided to the new employee? (2 pts.)	
5) Did the agency provide a brief "Training Plan" to show how the direct care staff will obtain the 12 hours of children-specific training within 90 days of hire and then obtain the remaining 12 hours to reach the required 24 hours of children-specific training per year? (2 pts.)	

Rating Criteria	Comments Strengths/Weaknesses
Did the agency describe how staff's performances will be evaluated and the frequency of the evaluations? (2 pts.)	
7) Is there an adequate description of a method to recruit and retain staff? (2 pts.)	
C. Financial Management	
Did the agency submit 3 copies of the most recent years of the required independent audit reports? (3 pts.)	
Are there any pending or unresolved issues that relate to the fiscal audit? Are there concerns with the past fiscal operations of the agency? (Yes- 0 pts., No- 2 pts.)	
3) Does the Provider have sound fiscal management practices? (2 pts.)	
4) Did the agency describe in detail their internal controls/division of duties? (2 pts.)	
5) Did the agency describe how they maintain sufficient cash flow? (2 pts.)	
6) Did the agency indicate how often financial statements are produced and who reviews and acts upon the financial reports? Did the agency indicate how often the financial statements are given to their Agency Board? (3 pts.)	
7) Did the agency explain in detail when and why advance requests for payment have been made to contractors? (No- 2 pts., Yes- 0 pts.)	
8) Did the agency explain the status of payables after payroll has been met including aging?  (1 pt.)	
D. Information System/Authorization Monitoring	
Did the agency describe their information system? (1 pt.)	

Rating Criteria	Comments Strengths/Weaknesses
2) Did the agency describe their data entry process? (1 pt.)	
<ol> <li>Did the agency describe their system for monitoring, processing authorizations for residential and medical, dental and surgical services? (1 pt.)</li> </ol>	
E. Quality Management	
1) Did agency describe their quality improvement plan/process? (1 pts.)	
Did the agency provide a current quality improvement plan and previous fiscal year quality improvement summary? (2 pts.)	
3) Did the agency describe how quality improvement annual reports are used, discussed customer satisfaction surveys and how data is used, discussed methods used to measure outcomes and individuals participation? (5 pts.)	
F. Community Involvement	
Does the agency utilize community involvement and individual input/participation in policy formulation, program planning and routine decision-making? (2 pts.)	
2) Does the agency indicate how they utilize community resources and natural supports? (1 pt.)	
G. Insurance	
Did the agency provide copies of current Worker's Compensation insurance coverage; Professional Liability insurance coverage (errors and omissions) in a sum of not less than three million dollars per claim and three million dollars annual per occurrence and three million dollars annual aggregate; Employer liability insurance not less than \$500,000 each accident, each employee by disease and aggregate disease; Privacy and security (cyber liability) not less than one million per occurrence and aggregate? (1 pt.)	

Rating Criteria	Comments Strengths/Weaknesses
Total rater's points for section II:	
III. Program Description: (Maximum points awarded 21 pts)	
Did the bidder define in detail the services to be provided and how the home will be compliant with the Home and Community Based Services (HCBS) Final Rule? (2 pts.)	
Is there an estimated program service capacity and was it described and the number of staff to be assigned per shift? (2 pts.)	
3) Does the bidder have a plan for when and how staff will be supervised and who in the organization will be responsible for reporting to CMH staff in various departments (i.e. contract management, fiscal, data claims, Supports Coordinators and/or Case Managers? (3 pts.)	
4) Was accessibility and availability addressed for the services proposed and what processes will be in place when staff are not able to show for work how coverage will be provided in the home? (2 pts.)	
5) Does the bidder have the ability to meet the needs of special populations (e.g., children having experienced trauma, hearing, vision, language impaired, limited English proficiency, and communication issues, etc.)? (6 pts.)	
6) Did the bidder provide examples of how they are ensuring that they are following the principles of person-centered planning, self-determination, recovery-oriented system of care and trauma informed care? (4 pts.)	
7) Did the bidder provide (3) letters of reference and support from various agencies that they collaborate with in the community indicating the quality or effectiveness of the services provided? (1 pt.)	
8) Were individuals and/or agencies that previously received services from the bidder satisfied with them? (Customer Satisfaction Reports and/or Provider Satisfaction Reports) (1 pt.)	

Rating Criteria	Comments Strengths/Weaknesses
Total rater's points for section (III):	
IV. Budget: (Maximum points awarded 12 pts.)	
Did the bidder comply with completing the Specialized Residential Cost Calculation Form(s) showing the proposed annual cost of running the new licensed residential home? (1 pt.)	
2) Is the administrative cost comparable to total cost competitive? (3 pts.)	
3) Does the budget narrative provide explanation for how the rate is determined? (2 pts.)	
4) Is the proposal's budget realistic for the proposed activities? (3 pts.)	
5) Does the proposal seem cost effective for the amount being requested? (3 pts.)	
Total rater's points for section:	
V. Regulatory and Performance Monitoring: (Maximum points awarded 2 pts.)	
Did the bidder have any substantiated recipient rights violations? Was appropriate follow-up action taken in all cases? (1 pt.)	
<ol> <li>Did the bidder submit a copy of the agency's corporate compliance plan/process and describe any corporate compliance investigations that have occurred and were reported to CMH Compliance Officer? (1 pt.)</li> </ol>	
Total rater's points for section:	
VI. Start-up Planning: (Maximum points awarded 7 pts.)	

Rating Criteria		Comments Strengths/Weaknesses	
1)	Did the bidder provide a start-up plan that addresses the administrative management changes, efficiencies, and capacity? (1 pt.)		
2)	Did the bidder provide a timeline for procurement of acquiring license and certification? (1 pt.)		
3)	Did the bidder provide a detailed work plan showing estimated timeline for plans to assume contractual obligations? (2 pts.)		
4)	Did the bidder provide a <u>detailed</u> schedule of expenses related to the start-up cost associated with the new Children's Crisis Group Home? (3 pts.)		
Total r	ater's points for section:		
		Maximum Points: 100 Minimum Points: 75	

### PROPOSAL RATING SHEET SUMMARY

Poi	nts available per category:		Points Received
I.	Agency Profile (maximum 8 pts.)	I.	
II.	Administrative/Management		
	A. General (maximum 4 pts.)	II. A.	
	B. Personnel Management (maximum 14 pts.)	В.	
	C. Financial Management (maximum 17 pts.)	C.	
	D. Information Systems/Authorization Monitoring (maximum 3 pts.)		
	E. Quality Management (maximum 8 pts.)	E.	
	F. Community Involvement (maximum 3 pts.)	F.	
	G. Insurance (maximum 1 pt.)	G.	
III.	Program Description (maximum 21 pts.)	III.	
IV.	Budget (maximum 12 pts.)	IV.	
V.	Regulatory and Performance Monitoring (maximum 2 pts)	V.	
VI.	Start-up Planning (maximum 7 pts)	VI.	
	GRAND TOTAL PO	OINTS (100)	):