

June 15, 2009

**TELEPHONE EMERGENCY SERVICES**  
**REQUEST FOR PROPOSALS**  
**RFP 09-1652**

Vendor

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The Muskegon County Board of Commissioners invites your proposal on After Hours Telephone Emergency Services for the Community Mental Health Services of Muskegon County . A set of conditions and specifications/requirements are enclosed.

**Proposals are due in the Muskegon County Purchasing Office, Central Services Building, 141 East Apple Avenue, Muskegon, MI 49442, no later than 3:00 PM prevailing time, Monday, July 13, 2009.**

The time of receipt shall be determined by the time clock stamp in the Purchasing Office. Bidders are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.

**No late proposals will be accepted.**

Mr. Joseph Siedenstrang  
Accounting Manager

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**TELEPHONE EMERGENCY SERVICES**  
**REQUEST FOR PROPOSALS**  
**RFP 09-1652**

The Muskegon County Board of Commissioners invites your proposal on After Hours Telephone Emergency Services for Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health.

Proposal request forms are available in the Muskegon County Purchasing Office, Central Services Building, 141 East Apple Avenue, Muskegon, MI 49442 or the Muskegon County Purchasing website at [www.co.muskegon.mi.us/financeandmgt/pur\\_cs.htm](http://www.co.muskegon.mi.us/financeandmgt/pur_cs.htm). Proposals are due in the Purchasing Office, no later than 3:00 PM, prevailing time, Monday, July 13, 2009.

No late proposals will be accepted. The Board reserves the right to accept or reject any or all proposals, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon. The County of Muskegon operates on an equal opportunity basis in its bidding policy (Title VII of Civil Rights Act of 1964, Equal Opportunity Clause, Executive Order 11246, Chapter 60, Subpart A, 60-I.4, Revised Order No. 4). Bidding is open to all interested parties, in compliance with national, state and local laws.

Joseph Siedenstrang  
Accounting Manager

**PROPOSAL CERTIFICATION / NON-COLLUSION AFFIDAVIT**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal, all specifications as stated, all bid prices, and certify that I am authorized to sign for the bidder.

Vendor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Web Site: \_\_\_\_\_

Signature: \_\_\_\_\_

Signer's Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date Certified: \_\_\_\_\_

**PROPOSAL SUMMARY**

All cost (including labor, shipping, handling and all other costs) must be included in the total proposal price. **Bidders are to submit prices on the lines (spaces) provided below. Every line (space) must contain a figure, zero (0) or line (-). Failure to complete the proposal summary as stated above shall be cause for rejection of proposal.**

**Muskegon County:**

Monthly Rate \$ \_\_\_\_\_

Additional Per Call Cost Over 200  
Calls Per Month \$ \_\_\_\_\_

Additional Per Call Cost for  
Interpreter Services \$ \_\_\_\_\_

**Ottawa County:**

Monthly Rate \$ \_\_\_\_\_

Additional Per Call Cost Over 400  
Calls Per Month \$ \_\_\_\_\_

Additional Per Call Cost for  
Interpreter Services \$ \_\_\_\_\_

**ADDENDUM SUMMARY**

Please initial below acknowledging receipt of any addendums (give number and date of each).  
If none were received, please indicate this as well.

Addendum Number	Addendum Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**PROPOSAL CONDITIONS/INSTRUCTIONS TO BIDDERS**

These conditions are an integral part of this proposal, and the vendor must comply with them.

1. Proposal Submittals

Vendor must bid on this form and as requested. **Vendor must submit seven (7) copies of Proposal. (One (1) original and six (6) copies.)** Vendor should make copy of proposal for his or her file. The vendor's name and address must appear on the outside of the envelope. The proposal must be sealed. If the proposal was downloaded from the internet then, the vendor must clearly write the proposal name and number on the outside of the envelope along with the vendor's business name.

2. All cost (including shipping, handling and all other costs) must be included in the total proposal price as stated on the Proposal Summary page.

**Bidders are to submit prices on the lines (spaces) provided on the Proposal Summary page(s). Every line (space) must contain a numeric figure, zero (0) or line (-). Failure to complete the proposal summary as stated above shall be cause for rejection of proposal.**

3. Invoices and Payment Terms

Invoices are to be mailed to the County department on the resulting purchase order. All invoices must include the purchase order number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payments within not less than ten (10) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.

State terms of sale \_\_\_\_\_

4. State the maximum time this proposal will be in force \_\_\_\_\_  
(Minimum 60 Days)

5. Specification Inquiries

If there are any questions concerning the specifications contained in this Proposal Request, please contact Judith E. Cohen, Contract Specialist at (231) 724-6055 or email to cohen@cmhs.co.muskegon.mi.us.

6. Proposal Procedure Inquiries  
If there are any questions regarding proposal procedures, please contact the Purchasing Office at (231) 724-6281.
7. State manufacturer name and number where requested.
8. Brochures and Literature  
Enclose brochure(s) with proposal.
9. Vendor Samples  
Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the vendor at the vendor's expense. Samples of selected items may be retained for comparison purposes.
10. Insurance Requirements  
The vendor should enclose with his or her proposal an insurance certificate indicating the insurance coverage stated under "County of Muskegon Insurance Requirements" section of this proposal. This must be furnished before the awarding of the proposal and before the signing of any County/contractor agreements and/or work performed by the vendor.
11. Commission Privilege  
The Board of Commissioners reserves the right to accept or reject any or all proposals, reserves all rights granted to it by law, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the County of Muskegon.
12. Legal Requirements  
Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of proposal and disputes about proposals. Lack of knowledge by a vendor about applicable law is not a defense.
13. Bidder/Offeror Representation  
Each bidder/offeror must sign the proposal with his/her usual signature and shall give his/her full business address on the form provided in this proposal.  
  
Proposals by partnership shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to bind it in the matter.
14. Subcontracting  
No portion of this proposal may be subcontracted without the prior written approval by the County. It may be in the best interest of the awardee to subcontract some parts of any given job; however, the contractor will be held responsible by the County for the quality, delivery and all terms and conditions of this proposal.

15. Assignment

Any purchase order awarded shall not be assignable by the vendor without the express written approval of the County and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

16. Civil Rights

A. The Vendor assures that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity provided by this Vendor.

Assurance is given to County that good faith efforts will be made to identify and encourage the participation of minority, women and handicapper owned businesses in contract solicitations. The vendor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority, women, and handicapper owned business in subcontracting; and (2) making discrimination a material breach of contract.

B. The Vendor assures that it meets the requirements of the Americans with Disabilities Act, Public Law 101-336, enacted July 26, 1990.

C. The Vendor assures that it meets the requirements of the Drug Free Workplace Act of 1988, 34 CFR Part 85, Subpart F.

17. Alternates & Deviations

Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your proposal.

Alternates must be placed on a separate sheet.

The decision of the County of Muskegon, acting through the Accounting Manager or his authorized representative, shall be final as to what constitutes acceptable deviations from specifications.

18. Rejection of Proposal

Proposals may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of Proposal.

19. Proposal Evaluation and Award  
The evaluation and award of this proposal shall be based on a combination of factors, including, but not limited to the following: customer satisfaction, accreditation, history of service, performance improvement, staff credentialing, staff training, information management, recipient rights, methodology proposed, cost.
20. Bidder/Offeror Qualifications  
No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the County upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the County, or that is deemed irresponsible or unreliable by the County. If requested, bidders/offers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the Specifications.
21. Vendor/Bidder Complaints or Protests  
The County of Muskegon has established administrative procedures for handling vendor's complaints in a fair and timely manner. Vendors should observe the following steps in order to file complaints:
- Step 1  
The vendor must contact the Accounting Manager within seven (7) days of the incident about which he or she has a complaint. The Accounting Manager may request the vendor to present the complaint in writing if it is serious and/or the vendor is requesting a delay of the purchase award.
- The Accounting Manager will investigate the complaint and review all findings with the County Administrator. The Accounting Manager will reply verbally or in writing to the vendor after discussion with the County Administrator.
- Step 2  
If the vendor is dissatisfied with the Accounting Manager's reply, an appeal must be made in writing within seven (7) days to the County Administrator or the Muskegon County Board of Commissioners.
22. Material Safety Data Sheet  
Each vendor shall provide the County of Muskegon with a complete copy of the U.S. Department of Occupational Safety and Health Administration, Material Safety Data Sheet, (Form OSHA-20) for each product you are using on this project, if hazardous materials are being used.
23. Errors/Omissions/Discrepancies  
Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of the Accounting Manager as soon after discovery as possible. Further, the contractor and/or services provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.
24. Proposal Opening  
Proposals will be opened and read publicly in the Central Services Building, 141 East Apple Avenue, Muskegon, MI at 3:00 PM, prevailing time, Monday, July 13, 2009.

No bid award will be made at the time of the opening.

25. Telegraphic/Electronic Proposal Submittal  
Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines or electronic mail) are **not** acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
26. Proposal Changes  
**No late proposals will be accepted.**  
Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void regardless of when they were mailed.
27. Purchase Order  
A purchase order will be issued to the successful vendor after the proposal has been awarded by the Board. The County of Muskegon shall not be responsible for any goods delivered or services performed without a purchase order issued and signed by the Accounting Manager or an authorized representative.
28. Accelerated Pay Discounts  
Accelerated discounts should be so stated on the proposal form. If quick pay discounts are offered, the County reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
29. Proposal Results  
Vendors submitting proposals who wish to know the results before the award is made, may visit the website at <http://www.co.muskegon.mi.us/financeandmgt/bidtabulations.cfm> , call the Muskegon County Purchasing Office at (231) 724-6281, or visit the office. After the award is made, the proposal results will be posted on the Muskegon County Purchasing website.
30. Taxes  
Sales Tax: For purchases made directly by the County of Muskegon, the County is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for County Sales Tax will be furnished upon request.  
  
Federal Excise Tax: The County of Muskegon may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this contract are used for the County's exclusive use. Certificates exclusive use is for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Codes, prices shall not include the Federal Excise Tax.  
  
The County's Tax Exempt Certification is available for bidder viewing upon request.  
[http://www.co.muskegon.mi.us/financeandmgt/pur\\_forms.htm](http://www.co.muskegon.mi.us/financeandmgt/pur_forms.htm)  
The County's Federal ID # is 38-6006063.
31. For the benefit of brevity, when the pronouns "he" or "his" are used, it is not intended to denote the gender of any person.

32. Exceptions  
The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.
33. Brand Names  
Unless otherwise specified, manufacturer's names, trade names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The vendor may offer any equivalent product which meets or exceeds the specifications. If proposals are based on equivalent products, the proposal must: a) indicate the alternate manufacturer's name and catalog number; b) include complete descriptive literature and/or specifications; c) include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If bidder fails to name a substitute, goods identical to the specified standard must be furnished.
34. Ownership and Use of Documents  
a. All documents prepared in connection with this agreement will become the property of the County whether any project related to this agreement is executed or not.  
b. The vendor will retain all of its records and supporting documentation relating to this agreement, and not delivered to the County, for a period of three years, except that in the event the vendor goes out of business during that period, it will turn over to the County all of its records relating to the project for retention by the County.
35. Termination for Convenience  
Muskegon County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving notice to the vendor. Muskegon County shall pay all reasonable costs incurred by the vendor up to the date of termination. However, in no event shall the vendor be paid any amount which exceeds the price bid for the work performed. The vendor will not be reimbursed for any profits which may have been earned up to the date of termination.
36. Termination for Default  
When the vendor has not performed or has unsatisfactorily performed the contract or in the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the contract and/or purchase order for default. Upon termination for default, payment will be withheld at the discretion of Muskegon County. Failure on the part of a vendor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The vendor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in procuring and completing the work.
37. Termination Due to Unavailability of Funds in Succeeding Fiscal Years  
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the vendor shall be reimbursed for a reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

38. Rights and Remedies of County for Default  
If any item furnished by the vendor fails to conform to specifications, or to the sample submitted by the vendor, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
39. Avoidance of Conflict of Interest and Confidentiality  
The contractor may provide consultation services to other government organizations in Michigan and elsewhere. In order to preserve the trust and confidence of their client, the contractor adheres to a set of principles that enables them to perform their work in a manner that is free of real or perceived conflicts of interests. These principles are as follows:
- a. Contractor will not discuss, distribute or use in any way the data or information acquired in the course of providing services to Muskegon County without prior approval by the county.
  - b. Contractor will not undertake a specific activity which may be viewed as adverse to the interests of another client without obtaining the agreement of both parties.
  - c. Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
40. Proposal conditions/instructions to bidders, specifications/requirements may become part of a contract for this product/service.
41. Freedom of Information Act  
Proposals will be available for public inspection after the award announcement, except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A bidder's designation of material as confidential will not necessarily be conclusive and the bidder may be required to provide justification why such material should not be disclosed, on request, under the Michigan Freedom of Information Act.

42. Debarment

If a bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your proposal from consideration or termination of the purchase order, once awarded.

43. Bidder Registration

If the successful bidder is not registered with the County of Muskegon as a vendor, the bidder will be required to complete a vendor registration in order to be awarded the proposal. If the awarded bidder does not submit the completed registration to the Purchasing Office within 48 hours of its being notified of the award, the County may determine that the bidder shall be deemed not responsible and not be considered for an award.

If the vendor is a DBE (Disadvantaged Business Enterprise), the vendor is encouraged to complete the Unified Certification Application and become a certified vendor with the County of Muskegon.

44. Cooperative Bidding

Various municipalities (consisting of the county, cities, townships and villages) along with other non-profit organizations located within the boundaries of Muskegon County, Michigan, have formed a cooperative purchasing group for the purpose of combining procurement of like commodities. It is requested that the vendor awarded the proposal extend to members of the group the same prices quoted in this proposal. Each individual participating member will place their own orders and be responsible for paying their own invoices.

45. Contract period to be for one (1) year, October 1, 2009 through September 30, 2010 with option to renew for subsequent years.

## **PROPOSAL SPECIFICATIONS**

### **COMMUNITY MENTAL HEALTH SERVICES OF MUSKEGON COUNTY AND OTTAWA COUNTY COMMUNITY MENTAL HEALTH FOR AFTER-HOURS TELEPHONE EMERGENCY SERVICES RFP 09-1652**

**If there are any questions regarding the following specifications, please contact:**

Judith E. Cohen at (231) 724-6055 or e-mail to [cohen@cmhs.co.muskegon.mi.us](mailto:cohen@cmhs.co.muskegon.mi.us).

### **INTRODUCTION AND OVERVIEW**

Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health intend to enter into a contract with a For Profit or Non-Profit entity to provide After-Hours Telephone Emergency Services. It is expected that the proposer to provide this service will be in compliance with all applicable State and Federal standards and guidelines, including HIPAA.

Michigan Department of Community Health (MDCH) requires Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health to define the role of and expectations for providers from whom after-hours telephone emergency services are purchased. The RFP establishes criteria and requirements that have been designed to cover important aspects of these services.

Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health manage mental health care service delivery through evaluation and monitoring and expect service providers to be solely responsible for managing their operations consistent with the terms of the accepted contract. Consequently, the submitter should be aware that the provider from whom Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health purchase Mental Health Services is expected to operate in the marketplace and be able to effectively meet all requirements for establishing and maintaining the contractual relationship.

### **BIDDER RESPONSIBILITIES**

It is the responsibility of the bidder to understand all details of the RFP. The bidder, by submitting a response indicates a full understanding of details and specifications of the RFP. Bidders are expected to present narrative statements/summaries in a clear, concise, and organized manner for review.

### **AWARD OF CONTRACT**

It is the intent of Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health to enter into a contract with a provider that will emphasize administrative efficiencies, and possess the capacity, infrastructure and organizational competence to perform required functions necessary for Managed Care under this proposal. Award recommendations are contingent upon an initial evaluation

of the organization's qualifications to determine if a bidder is a qualified service provider. The bidder's policies, procedures, and evidence of implementation will be evaluated to determine compliance with State and Federal requirements.

There are three types of evaluation to determine if a bidder meets quality standards. The first is an evaluation of the written response to the RFP. The second involves interviewing bidder staff and/or review of accreditation materials. The third involves interviews with the bidder's customers, organizations, or consumers.

The process of evaluating each bidder's proposal will include random sampling of the bidders current and previous customer's degree of satisfaction. Customers include direct recipients of the service, recipient's representatives (parents, guardians, family members, etc.) and payers. The prospective bidder must provide unimpeded access to customers, although no compromise of anyone's rights to confidentiality is to be inferred.

In addition to access to customers, the evaluation process must be assured of unimpeded access to employees of the bidder (current and former), regulators, and other stakeholders.

It is anticipated that contracts will be awarded on or before September 1, 2009. All bidders who meet the quality standards will be evaluated to determine the lowest bid. Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health reserve the right to award contract(s) to bidders whose rates may not be the lowest. This decision will be based on enhanced quality of specialty services.

A plan for implementation will be required with the proposal which will include a schedule of implementation meetings between contractor and Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health. Implementation meetings will occur between contract award date and October 1, 2009. At the time of the bid award, the bidder awarded the contract must be prepared to meet specifications with a start date of October 1, 2009 for Community Mental Health Services of Muskegon County and a start date of December 1, 2009 for Ottawa County Community Mental Health.

### **POPULATION TO BE SERVED**

The population to be served for After Hours Emergency Services may include any person residing in Muskegon or Ottawa counties requiring mental health emergency telephone services. This will include but not be limited to:

- A. Crisis intervention counseling.
- B. Homicide and suicide assessment.
- C. Information and referral services.

Over the past year, After Hours Mental Health Emergency Telephone Services were provided to approximately 200 contacts a month in Muskegon County and 400 contacts a month in Ottawa County.

### **SERVICE PROVISION**

With respect to the provision of services the contractor will be expected to:

- A. Provide 5:00 PM – 8:00 AM telephone mental health crisis and emergency services after normal business hours (8:00 AM – 5:00 PM EST) and 24 hours per day during holidays and weekends. These services shall primarily be but not limited to mental health crisis and emergency assessment and referrals.
- B. Provide crisis staff with a minimum of a Bachelors of Art or Science Degree, provide training curriculum for staff and proof of staff’s completion, and evidence of competency and ongoing supervision by a masters level clinician (minimally).
- C. Answer emergency calls, provide crisis intervention counseling, homicide and suicide assessment, information and referral services, and adhere to protocols and policies for after-hours as established by Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health. Crisis assessments and interventions must meet national norms established for these services.
- D. Answer all calls within three (3) rings and conduct a telephone assessment.
- E. Callers will encounter no telephone “trees”, and are not put on hold or sent to voice mail until they have spoken with a live representative and it is determined, from an empathetic opportunity for the caller to express their situation and circumstances, that their situation is not urgent or emergent.
- F. Callers will be accommodated for Limited English Proficiency and hearing impairments.
- G. All crisis/emergent calls are immediately transferred to a qualified practitioner without requiring an individual to call back.
- H. Determine the need for information and referral on each call received and provide the necessary access information.
- I. Assess for homicidal or suicidal risk. If an assessment of significant risk is made, the Provider will contact the designated CMH on-call worker through the pager system. The Provider will gather all required demographic information on each call received.
- J. Designate a clinical and a contractual contact person who will be available during normal business hours to address/resolve any concerns or troubleshoot with a designated staff person from Community Mental Health Services of Muskegon County and/or Ottawa County Community Mental Health.
- K. Provide separate, daily encounter and customer demographic/service information regarding each call received by county and forward the appropriate information to Community Mental Health Services of Muskegon County and/or Ottawa County Community Mental Health before the start of the next business day (i.e., 8:00 AM EST). (See **Attachment A** for reporting requirements.)
- L. Submit separate monthly billing by county, in a mutually agreed upon format by the fifth (5<sup>th</sup>) working day of the month succeeding the billable month.

- M. Provide separate monthly and year end summary reports by county, of encounter and customer demographic information and service data to Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health within five (5) days after the month end and thirty (30) days after the contract year end.
- N. Provide proof of professional and general liability insurance coverage on all staff answering emergency calls. The limit is not to be less than \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate per year, and show Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health as additional insured.
- O. Adhere to All Federal and State laws and Community Mental Health Services of Muskegon County and Ottawa County Community Mental Health policies.

**SUBMISSIONS REQUIRED OF BIDDER**

Description of Bidder

- A. Description of Legal Structure and Financial Viability
  - 1. The bidder shall submit documentation and proof of legal status; a copy of Articles of Incorporation; or a document under which the organization is constituted/organized from its conception.
  - 2. The bidder shall include the name, address and title or representation of all owners or controlling parties of the organization, identifying whether they are individuals, partnerships, corporate bodies, or subdivisions of these bodies.
  - 3. The bidder shall attach audited financial statements for the previous two (2) years of operation.
  - 4. The bidder shall attach a copy of its most recent survey and accreditation certificate and any required corrective actions.
  - 5. The bidder shall enclose a certificate of Worker’s Compensation insurance coverage. This must be furnished before the awarding of the proposal and before the signing of any County/contractor agreements and/or work performed by the vendor.
  - 6. The bidder shall enclose a certificate of Professional Liability insurance. (Errors and Omissions) in a sum of not less than \$1,000,000.00 per claim and \$3,000,000.00 annual aggregate. This must be furnished before the awarding of the proposal and before the signing of any County/contractor agreements and/or work performed by the vendor.
  - 7. The bidder shall enclose a certificate of General Liability insurance with Broad Form General Liability Endorsement or equivalent, if not in policy proper, provider in contractual coverage with limits with not less than \$1,000,000.00 per occurrence. This must be furnished before the awarding of the proposal and before the signing of any County/contractor agreements and/or work performed by the vendor.

B. Bidders Internal Policies and Procedures

1. The bidder shall attach personnel policies and procedures specific to:
  - a. Recruitment and selection.
  - b. Performance evaluation.
  - c. Supervision.
  - d. Competency, privileging, and credentialing.
  - e. Training requirements at hire and ongoing.
  - f. Termination.
  - g. Limited English Proficiency/Accommodations.
  - h. Cultural Competency.
2. The bidder shall describe the organization's procedures for promoting safety and its procedures for emergency response within the organization.

C. Description of Management Administrative Capability and Management Information System

1. The bidder shall describe the organization's operation and the staff and systems available to:
  - a. Maintain a database of consumers that include but is not limited to activity provided and outcome achieved.
  - b. Ensure documentation is available to the appropriate Community Mental Health agency by 8:00 AM EST the following morning.
  - c. Maintain the capacity to bill using a standard agreed upon format.

D. Service Delivery System and Consumer Care Management

1. The bidder shall give examples of the types of consumers they serve and describe the treatment methods used to serve these types of consumers. Describe any special qualification of bidder staff who have provided services to consumers of the bidder. Bidder shall identify the training curriculum and method by which staff competency is determined and evidence of compliance.
2. The bidder shall describe their unique benefits/features as a provider compared to their competition.
3. The bidder shall attach procedures relating to the bidders recipient rights, staff training on recipient rights and the process for monitoring staff's compliance with Chapter 7 (Recipient Rights) of the Michigan Mental Health Code.

E. Description of Performance Improvement Activities

1. The bidder shall include a copy of the organization's performance improvement plan (continuous quality improvement).
2. The bidder shall include a copy of its last two (2) years of caller satisfaction surveys. The bidder shall explain its procedures for distribution of the survey, follow-up of

the results, and how the results are implemented in order to improve customer satisfaction.

3. Evidence of compliance with three (3) ring response.
4. Evidence of call monitoring for answering rates and call abandonment rates.

F. Staffing

1. The bidder must submit the following information under separate cover.
  - a. A current staff list along with job titles, credentials, and phone numbers of each staff person. If the bidder has multiple sites, a list of the clinical staff at each site must be included.
  - b. A list of organizations, contact names and phone numbers of the organizations for which the bidder has provided services.
  - c. Names, phone numbers and addresses of at least ten (10) consumers who have consented to being a reference for the bidders.

G. Rate Submission – The bidder must submit a rate for each County described in this RFP.

**REFERENCES**

The vendor must furnish at least three (3) references from persons who can attest to the quality of similar prior work performed on similar projects:

1.     Company Name: \_\_\_\_\_  
       Street Address: \_\_\_\_\_  
       City/State/Zip Code: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone No.: \_\_\_\_\_
  
2.     Company Name: \_\_\_\_\_  
       Street Address: \_\_\_\_\_  
       City/State/Zip Code: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone No.: \_\_\_\_\_
  
3.     Company Name: \_\_\_\_\_  
       Street Address: \_\_\_\_\_  
       City/State/Zip Code: \_\_\_\_\_  
       Contact Person: \_\_\_\_\_  
       Phone No.: \_\_\_\_\_



coverages required herein, except for Professional Liability. Claims-made Professional Liability insurance coverage shall be kept in force for a period of six (6) years after the date of final completion of the project which is the subject of this Agreement, and a copy of such policy shall be delivered to the County at least once a year during the said six-year period. If the Professional Liability policy is canceled or not renewed, the substitute policy shall have a commencement date retroactive to the date upon which the Vendor commenced performing its services under this Agreement.

3. The Vendor's indemnity obligation specified in Paragraph C of this Agreement shall not be negated or reduced by virtue of the denial of insurance coverage or refusal to defend the County for any occurrence or event which is subject to the said indemnity obligation.
4. Compliance by the Vendor with the requirements of this Article shall not relieve the Vendor from its indemnity obligation and liability pursuant to Paragraph C of this Agreement or any other liability to the County, whether specified in this Agreement or otherwise.
5. The Vendor agrees that the County shall have no responsibility to verify the Vendor's compliance with any insurance requirements contained in this Agreement or otherwise.
6. All notices, certificates, and policies referred to in this (Article, Section, Division, etc.) shall be sent to:  
Muskegon County Purchasing  
Central Services Building  
141 E. Apple Avenue  
Muskegon, MI 49442

**C. HOLD HARMLESS AGREEMENT**

All contracts must contain the following Hold Harmless Agreement:

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury to or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of the Vendor, its subcontractors, or the joint negligence of the Vendor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

**D. SUBCONTRACTOR REQUIREMENTS**

Vendor agrees to contractually obligate its subcontractors to indemnify the County in precise conformance to the terms of Vendor's obligation to indemnify the County pursuant to this Agreement.

The Vendor further agrees to contractually obligate its subcontractors to provide insurance with the insurance coverages and limits of liability required to be provided by the Vendor pursuant to the terms and conditions of this Agreement.

**E. CANCELLATION OR REDUCTION IN COVERAGE**

**Notice:** In the event of a lapse or reduction in the required coverages, the Vendor shall cease operations and shall not resume operations until new insurance is in force.

**NO BID RESPONSE FORM**

**Muskegon County Purchasing  
Central Services Building  
141 East Apple Avenue  
Muskegon, MI 49442  
Fax Number: 231.724.6593**

Complete this form if you do not intend to respond to this request. Failure to do this may result in your firm being removed from our bid list for this commodity.

**Bid Number:** \_\_\_\_\_ **Opening Date:** \_\_\_\_\_

**Name of Bid:** \_\_\_\_\_

1. Specifications are too tight, i.e., geared toward one (1) brand or manufacturer only (Explain below). \_\_\_\_\_
2. Specifications are unclear (Explain below). \_\_\_\_\_
3. We are unable to meet specifications. \_\_\_\_\_
4. Insufficient time to respond. \_\_\_\_\_
5. Our schedule would not permit us to perform within the required time. \_\_\_\_\_
6. We are unable to meet bond requirements. \_\_\_\_\_
7. We are unable to meet insurance requirements. \_\_\_\_\_
8. We do not offer this product or service. \_\_\_\_\_
9. Remove us from your bidder's list for this particular commodity or service. \_\_\_\_\_
10. Keep our name on your bidder's list for future reference. \_\_\_\_\_
11. Other (Specify below). \_\_\_\_\_

**REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## REPORTING REQUIREMENTS

Every call will be documented on a contact sheet and sent to the appropriate CMH by fax or e-mail the following business day by 7:00 AM EST. Calls occurring between 7 AM and 8 AM will be sent by 8 AM EST.

The individual contact sheets will include, at a minimum, the following information:

- County of caller.
- Type of client: Adult (>18) or Child (<18).
- Date, time, and length of call.
- Name of caller, address, and phone.
- Narrative description of call to include presenting problem, intervention, assessment of suicide/violence/homicide, and substance abuse.
- Is client currently receiving CMH services. (What services? e.g., ACT, Home-Based, Case Management, DD, etc.)
- Client's expected outcome of the call.
- Disposition of the call.
- After-hours worker name who dealt with the call.
- Follow-up needed.

Encounter data must be reported to each individual CMH regarding calls received from their clientele. Reports are due monthly (five (5) days following the end of the month) and at year-end (thirty (30) days following the contract year-end).

The reports may be formatted, as the Provider desires, but the following information must be captured:

- Total number of calls, length of calls in minutes, average length of calls.
- Ethnicity of caller.
- Gender of caller.
- Age of caller.
- Total number of calls by age group.
- Type of call \*\*.
- Repeat caller.
- Presenting problem of caller.
- Violence/suicide/assault related call.
- Emergency rescue activated to caller.

\*\* Type of call – Number of calls that fit into the following categories:

- Administrative information.
- Crisis Information/Referral.
- Crisis Intervention (resolved by the provider).
- Crisis Call – transferred to the CMH.

**RFP SCORING**  
**After-Hours Telephone Emergency Services**

Customer Satisfaction:

- Score 0 – Below Average
- Score 1 – Average
- Score 2 – Above Average
- Score 3 – Outstanding

Score: \_\_\_\_\_

Accreditation:

- Score 0 – No Accreditation
- Score 1 – Accreditation including full report, other than CARF, COA, or JCAHO
- Score 2 – Accreditation including full report from CARF, COA, or JCAHO

Score: \_\_\_\_\_

History of Service:

- Score 0 – No history of providing telephone Emergency Services
- Score 1 – 1-2 years of history
- Score 2 – 3-4 years of history
- Score 3 – 5 years or more

Score: \_\_\_\_\_

Performance Improvement:

- Score 0 – No history of performance improvement activity
- Score 1 – 1-2 years of history
- Score 2 – 3-4 years of history
- Score 3 – 5 years or more

Score: \_\_\_\_\_

Staff Credentialing:

- Score 0 – No evidence of staff credentialing
- Score 1 – Documentation of staff competencies and no evidence of source verification
- Score 2 – Documentation with source verification of some positions
- Score 3 – Documentation with source verification of all positions

Score: \_\_\_\_\_

Staff Training:

- Score 0 – No ongoing staff training program
- Score 1 – Some staff training provided and documented to some positions
- Score 2 – Some staff training provided and documented to all positions
- Score 3 – Mandatory training and documentation in place for all staff

Score: \_\_\_\_\_

Information Management:

- Score 0 – No information management system described
- Score 1 – Information management system in place but no evidence of ability to generate customized reports
- Score 2 – Information management in place with evidence of ability to generate customized reports
- Score 3 - Information management in place with evidence of ability to generate customized real time reports

Score: \_\_\_\_\_

Recipient Rights:

- Score 0 – No Recipient Rights system described
- Score 1 – Recipient Rights policy and procedures in place
- Score 2 – Staff trained in Recipient Rights issues and confidentiality
- Score 3 – Recipient Rights policy in place and staff training in Recipient Rights

Score: \_\_\_\_\_

Methodology Proposed: Score between 0-3 based on degree to which applicant's proposal meets service description (with 0 lowest and 3 highest)

- Score 0
- Score 1
- Score 2
- Score 3

Score: \_\_\_\_\_

Cost:

- Score 0 – Monthly cost higher than currently budgeted
- Score 1 – Monthly cost same as currently budgeted
- Score 2 – Monthly cost lower than currently budgeted
- Score 3 – Monthly cost lower than currently budgeted with no startup fee

Score: \_\_\_\_\_

Rank proposal based on cost (lowest cost – highest ranking).

Rank: \_\_\_\_\_

TOTAL SCORE: \_\_\_\_\_