

REQUEST FOR INFORMATION

ISSUED BY

NORTHCARE NETWORK

200 W. Spring St., Suite 2

Marquette, MI 49855

PROJECT TITLE: Substance Use Disorder Treatment Services

RFI ISSUE DATE: June 5, 2018

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PART I: GENERAL INFORMATION

I-1 PURPOSE

This Request for Information (RFI) includes sufficient information for interested providers to prepare and submit information for consideration by NorthCare Network to satisfy its need for Substance Use Disorder (SUD) treatment services. NorthCare Network intends to enter into a contract(s) for services covered by this RFI with a provider(s) of substance use disorder treatment. It is expected that the responses to provide services will be in compliance with all applicable State and Federal standards and guidelines.

I-2 ISSUING OFFICE

This RFI is issued by NorthCare Network. The issuing office is the sole point of contact for this RFI. NorthCare Network is the Regional Entity/Prepaid Inpatient Health Plan (PIHP) formed pursuant to MCL 330.1204b of the Michigan Mental Health Code, 1974 PA258 for Region One/Upper Peninsula. A Regional Entity is a public governmental entity separate from the county, authority or organization that establishes it. In 2014, Regional Entities/PIHPs also assumed responsibility for managing Substance Use Disorder programming for their region.

NorthCare Network designated region encompasses all counties in the Upper Peninsula (Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft) hereinafter known as "Region One" and is responsible for the management of the concurrent 1915 (b)/(c) Waiver Program(s), the Healthy Michigan Program and Substance Use Disorder Community Grant Programs under contract with the Michigan Department of Health and Human Services (MDHHS.).

NorthCare Network intends to enter into a contract(s) to provide services to persons determined appropriate for Substance Use Disorder (SUD) treatment via licensed and accredited providers. It is expected that the respondent's submission will comply with all applicable State and Federal standards, State Medicaid rules, State of Michigan Administrative Rules for Substance Use Disorders Service Program, Office of Drug Control Policy's treatment policies and technical advisories, NorthCare contract, Best Practice Guidelines and policies.

I-3 REQUESTED SERVICES TO BE DELIVERED AND EXPECTATIONS

The focus of this RFI is the provision of substance use disorder treatment services for children, adolescents and adults in Region One who qualify for Community Grant (federal block grant and state funds), Healthy Michigan Plan, Mi Health Link and Medicaid funded services. Services must be available to individuals regardless of race, ethnicity, language, sexual orientation, gender identity, national origin, religion/spirituality, orientation and disability.

All services rendered must be based on medical necessity, utilizing the most current DSM criteria and ASAM Criteria.

All services provided must be individualized to meet the specific need of the client and matched to the client's stage of recovery (pre-contemplation, contemplation, action, maintenance/relapse prevention).

Specific services to be delivered include:

- Outpatient Treatment Services
 - ASAM Level 1
Outpatient treatment is organized, non-overnight stay treatment services with clinicians educated and trained in providing professionally directed alcohol and other drug treatment. Treatment occurs in regularly scheduled individual or group sessions. Services are provided in the amount, frequency and intensity appropriate to the client's treatment plan in eight or less hours per week.
- Intensive Outpatient
 - ASAM Level 2
Services must consist of regularly scheduled treatment, including group therapy, within a structured program, consisting of nine to twenty hours of therapeutic services per week.
- Medication Assisted Treatment
 - NorthCare Network encourages the adjunctive use of effective pharmaceuticals (Suboxone, Naltrexone, etc.), for all treatment services, as appropriate and available, through the state prescription formulary.
- Residential Treatment:
 - Residential programs provide organized treatment services that feature a planned regimen of care in a 24- hour residential setting, serving individuals who need safe and stable living environment to develop their recovery skills due to specific functional deficits. The intensity of the residential service must be individualized to meet the need of the client being served. The intensity level of the service as it relates to the ASAM Criteria listed below must be specified in submissions including residential programming.
 - ASAM Levels
 - 3.1-Clinically Managed Low-Intensity Residential Services
 - 3.3-Clinically Managed Medium-Intensity Residential Services
 - 3.5-Clinically Managed High-Intensity Residential Services
 - 3.7-Medically Monitored High-Intensity Inpatient Services
- Withdrawal Management:
 - Managing the effects of withdrawal from alcohol and/or other drugs
 - ASAM Levels
 - 3.2 Clinically Managed Residential Withdrawal Management (Social Detox)
 - 3.7 Medically Monitored Inpatient Withdrawal Management
- Providers that intend to provide specialized services to specific populations (i.e. Adolescents, Women) should clearly address the specified criteria.

I-4 MINIMUM CONTRACTOR REQUIREMENTS

Interested respondents must meet and provide documentation for the following minimum requirements to be considered for funding:

1. Possess a valid substance use disorder license from the state of Michigan Licensing and Regulatory Affairs (LARA) appropriate to the level of service(s) to be delivered.
2. Treatment providers must be accredited by one of the national accrediting bodies (JCAHO, CARF, COA, AOA or NCQA) for the services proposed.
3. Have the necessary systems in the areas of administration and clerical support for the program. This includes the necessary computer equipment, compatible software and Internet connections to be able to electronically request authorization for services and submit data and billing; a valid, active and maintained email account that can receive and submit communications is also required.
4. Have an established financial system in operation which meets generally accepted accounting principles and systems.
5. Demonstrate Legal Structure and Financial Viability
 - a. The respondent shall submit documentation and proof of entity (e.g. IRS 501(c)3 determination); copy of Articles of Incorporation or document under which the organization is constituted/organized from its inception;
 - b. The respondent shall attach a Certificate of Workers' Disability Compensation insurance coverage.
 - c. The respondent shall attach a certificate of professional liability (errors and omissions) in sum of not less than One Million Dollars per claim and-Three Million Dollars annual aggregate.
 - d. The respondent shall attach a certificate of general liability insurance with Broad Form General Liability Endorsement or equivalent, if not in policy proper, Provider and Contractual liability coverage with limits of not less than One Million Dollars per occurrence and Three Million Dollars annual aggregate.
6. Demonstrate an ability to understand, relate to, and operate within an ethnic, racial, age, and economically diversified population. In addition, the services will be provided in settings accessible and acceptable to individuals and communities intended to be served.
7. Agree to Federal, State and local Affirmative Action guidelines as they relate to personnel and services.
8. Agree to report statistical and financial data on the forms, format and schedule required by NorthCare Network.

9. Agree to develop and maintain a Corporate Compliance Program and submit valid Annual Reports.
10. Agree to comply with Federal Confidentiality, Privacy and Security Regulations and State Confidentiality laws.
11. Treatment providers are requested to have sufficient Medicare/third party approved therapists available to serve Medicare/third party eligible clients who also receive NorthCare Network funds. Preference will be given to treatment providers who have the ability to serve major third-party insurances and coordinate benefits.
12. Treatment providers are required to offer clients timely access to services. Providers are expected to assist clients in entering services as soon as possible, but must offer an appointment no longer than fourteen (14) days from request for services or as mandated for priority populations.
13. Agree to have appropriately licensed/credentialed staff as required by NorthCare Network. NorthCare Network seeks subcontractors who employ a sufficient workforce of persons with lived experiences across all levels who are paid fair and competitive wages commensurate with their position and with other employees of the same pay grade, and provide multiple opportunities for full and/or part-time positions, and a viable career ladder. Subcontractors will be required to make affirmative efforts to employ individuals with disabilities.
14. Agree to meet current NorthCare Network policy and procedures and best practice guidelines for the duration of the contract if selected.
15. Agree to terms of Debarment and Suspension; comply with federal regulation 2 CFR part 180; certify to the best of its knowledge and belief that it, its employees, and its sub providers:
 - i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
 - ii) Have not, within a 3 year period preceding this agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in section B, and;

- iv) Have not within a 3-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- v) Provider agrees to immediately notify NorthCare Network if Provider or its employees are under investigation or if Provider receives notice of actions, claims or events regarding potential debarment or suspension.

16. Conflict of Interest: Respondents awarded a contract will affirm that no principal, representative, agent, or others acting on behalf of or legally capable of acting on the behalf of the respondent, is currently an employee of NorthCare Network; nor will any such person connected to the respondent currently be using or privy to any information regarding NorthCare Network which may constitute a conflict of interest.

17. Relationship of the Parties (Independent Contractor): The relationship between NorthCare Network and any respondent successful in obtaining a contract is that of client and independent contractor. No agent, employee, or servant of the respondent shall be deemed an employee, agent, or servant of NorthCare Network for any reason. The respondent will be solely and entirely responsible for its acts and the acts of its agents, employees, and servants during the performance of a contract resulting from the RFI.

18. No Waiver of Default: The failure of NorthCare Network to insist upon strict adherence to any term of a contract resulting from this RFI shall not be considered a waiver or deprive NorthCare Network of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract.

19. Disclaimer: All the information contained within this RFI reflect the best and most accurate information available to NorthCare Network at the time of the RFI preparation. No inaccuracies of such information shall constitute a basis for legal recovery of damages, either real or punitive. If it becomes necessary to revise any part of this RFI, a supplement will be posted to the NorthCare website.

I-5 REPORTING REQUIREMENTS

1. Program Data: Selected agency(ies) will be required to participate in NorthCare Network's web-based data system. Current components of this system include web-based submission of: admission/discharge information, initial requests for authorization of services, requests for re-authorization of services, and billing data. There may be other additional programmatic reporting requirements that will be requested by NorthCare Network on a regular or occasional basis.

2. Financial Reporting: The selected agency(ies) will enter into a contract with NorthCare Network on a fixed unit rate reimbursement. Reimbursement will be rendered through valid web-based claim submissions. Other financial requirements include, but may not be limited to, yearly budget submissions and periodic budget amendments, annual report of actual fees collected from NorthCare Network funded clients, and a copy of the annual financial audit or

audit requirements under Title 2 U.S. Code of Federal Regulations Part 200 (the “Uniform Guidance”) as required by OMB guidelines.

I-6 EVALUATION PERIOD AND PROCESS

Substance Use Disorder programming considered under this RFI will be subject to a qualitative and quantitative evaluation. Respondents are expected to have in place an internal evaluation system to monitor program activities and results. In addition, the program must participate in and provide documentation of client satisfaction. The respondent must agree to participate in any additional evaluation(s) that NorthCare Network may deem necessary and cooperate with the Michigan Department of Health and Human Services efforts in external evaluation of Medicaid services.

I-7 CONTRACT NEGOTIATIONS

Negotiations may be undertaken with those potential contractors whose submission prove them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be that which is most advantageous to NorthCare Network. NorthCare Network reserves the right to consider original submissions or modifications thereof received at any time before the award is made, if such action is determined to be in the best interest of NorthCare Network.

I-8 INCURRING COSTS

NorthCare Network is not liable for any cost incurred by contractors prior to issuance of a contract.

I-9 RESPONSE DATE

Interested providers are encouraged to submit their response promptly. NorthCare continually monitors treatment capacity.

I-10 ADDENDA TO THE RFI

In the event it becomes necessary to revise any part of this RFI addenda will be posted on the NorthCare Network website at www.northcarenetwork.org

I-11 SUBMISSION

To be considered, providers must submit a complete response to this RFI. Each response must be submitted in three (3) copies to the Issuing Office. An official authorized to bind the contractor to its provisions must sign the submission. For this RFI, the submission must remain valid for at least ninety (90) days.

I-12 ACCEPTANCE/ REJECTION OF SUBMISSION CONTENT

The contents of submissions may be incorporated in the contract if the parties agree to such terms.

NorthCare Network reserves the right to accept or reject any/all submissions received pursuant to this RFI, in whole or in part; and/or to waive any/all irregularities therein; and/or to negotiate proposal terms in any way whatsoever to obtain a proposal deemed in its best interest. NorthCare Network reserves the right to re-solicit/re-advertise as deemed necessary. NorthCare Network reserves the right to consider submissions or modifications thereof received at any time before an award(s) is made, if such action is determined to be in the best interest of NorthCare Network.

NorthCare Network reserves the right to reject any and all proposals received as a result of the RFI, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of NorthCare Network. This RFI is made for information and planning purposes only. NorthCare Network is not bound to award a contract solely on the basis of any response made to this request, or otherwise pay for the information solicited or obtained.

I-13 CONFERENCE /PRESENTATION

Respondents may be invited to make a formal presentation to NorthCare Network, to review expectations of performance should a contract be considered, or if deemed necessary allow a site review of proposed service location(s).

I-14 ECONOMY OF PREPARATION

Submission should be prepared simply, economically and according to the format delineated elsewhere in this RFI. The respondent is expected to provide a straight forward, concise description of the contractor's ability to meet the requirements of the RFI. Elaborate bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on the completeness and clarity of content.

I-15 LIABILITY

The contractor will be responsible to prevent NorthCare Network from any liability for actions or claims accruing or resulting from his/her activities performed under the terms of a contract resulting from this RFI. This responsibility includes securing and providing NorthCare Network with all necessary copyright releases and other permissions regarding materials and products protected under Public Law 94-533 that are used. NorthCare Network assumes no responsibility or liability for costs by the respondent prior to the execution of a contract between the respondent's organization and NorthCare Network.

I-16 NEWS RELEASES

News releases pertaining to the RFI or the services, study or project to which it relates will not be made without prior NorthCare Network approval, and then only in coordination with the Issuing Office.

I-17 DISCLOSURE OF SUBMISSION

All submissions are subject to the terms of the Michigan Freedom of Information Act (Public Act 442 of 1976).

I-18 INDEPENDENT PRICE DETERMINATION

1. By submission of information, the offeror certifies, that in conjunction with this information:
 - a. The rates in the submission have been arrived at independently, without consultation, communication or agreement, with intent to restrict competition, as to any matter relating to such prices with another offeror or with any competitor;
 - b. Unless otherwise required by law, the rates quoted have not been knowingly disclosed by the offeror to award directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been or will be made by the offeror to induce any other person or firm to submit or not to submit information with intent of restricting competition.
2. Each person signing the information for submission certifies that:
 - a. He/she is the person in the offeror's organization responsible within that organization for the decisions as to the rates being offered, and that he/she has not participated, and will not participate in, any action contrary to 1-a, 1-b and 1-c above, or,
 - b. He/she is not the person in the offeror's organization responsible within that organization for the decision as to rates offered, but that he/she has been authorized, in writing, to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in, any action contrary to 1-a, 1-b and 1-c of this RFI, and as their agent, does not hereby so certify; and that he/she has not participated, and will not participate in any action contrary to 1-a, 1-b and 1-c above.

I-19 CONTRACT OFFERS

Any providers selected through this process may be offered an initial contract for the remainder Fiscal Year 2018, renewable for future fiscal years, dependent on performance, funding availability and other factors.

Providers selected must be able to provide services within 30 days of notification or as agreed upon by Provider and NorthCare Network. Providers who are awarded contracts shall not assign or delegate any duties or obligations under the contract without written permission of NorthCare Network.