



**Request for Proposal
for
County of La Crosse, Wisconsin
Wednesday, September 26, 2018**

**LA CROSSE COUNTY JUSTICE SUPPORT SERVICES
AND INTEGRATED SUPPORT AND RECOVERY
SERVICES, ALONG WITH
WESTERN REGION INTEGRATED CARE
(A La Crosse, Monroe and Jackson County Collaboration)**

2nd Chance Therapy RFP

Proposals must be received no later than
3:00 p.m., October 17, 2018

SPECIAL INSTRUCTIONS:

- 1. Place the signed Signature Affidavit as the first page of your proposal.**
- 2. Proposers must submit an original and six (6) copies of all materials**
Label the lower left corner of your sealed submittal envelope as follows:
Proposer's name and address:
Proposal Title: 2nd Chance Therapy RFP
- 3. Vendor Conference will be held on:
Wednesday, October 3, 2018 from 1:00 p.m. – 2:00 p.m.
in the HHS Basement Auditorium:
La Crosse County Health and Human Services Building
300 4th Street N – Basement
La Crosse, WI 54601**
- 4. Deliver on or before October 17, 2018, by 3:00 p.m. to
La Crosse County Human Services - Contract Unit
Attn: Chris Sander
300 4th Street N
La Crosse, Wisconsin 54601**
- 5. Final award decision anticipated by November 2, 2018, with an estimated
contract start date of November 19, 2018 (negotiable).**

LATE, FAXED AND/OR UNSIGNED PROPOSALS WILL BE REJECTED

TABLE OF CONTENTS

1.0	GENERAL INFORMATION	2
1.1	Introduction and Background	2
1.1.1	Service Description	2
1.1.2	Program Goals	5
1.1.3	Desired Outcomes	6
1.2	Purchasing and Contracting Division/Department	6
1.3	Clarifications and/or Revisions to the Specifications and Requirements	7
1.4	Vendor Conference	7
1.5	Reasonable Accommodations	7
1.6	Calendar of Events.....	7
1.7	Contract Terms and Rate Increases.....	8
2.0	PREPARING AND SUBMITTING A PROPOSAL	8
2.1	General Instructions	8
2.2	Public View of Proposals	8
2.3	Incurring Costs.....	8
2.4	Submitting the Proposal.....	8
2.5	Proposal Organization and Format	9
2.6	Multiple Proposals	9
2.7	Vendor Interviews/Presentations	9
3.0	PROPOSAL SELECTION AND AWARD PROCESS.....	9
3.1	Opening of Bid.....	9
3.2	Preliminary Evaluation	9
3.3	Right to Reject Proposals and Negotiate Contract Terms	9

3.4	Proposal Scoring	10
3.5	Evaluation Criteria	10
3.6	Required Forms	11
3.7	Final Offers.....	11
3.8	Notification of Intent to Award will be Shortly Following Final Approval.....	11
4.0	SPECIAL CONTRACT TERMS AND CONDITIONS.....	12
5.0	PURCHASE OF SERVICE CONTRACT	12
6.0	START-UP COSTS	12
6.1	Start-up Costs (if Applicable)	12
7.0	EXPENSES RELATED TO CONTRACTING	13
7.1	Insurance Requirements	13
7.2	Interpreters.....	13
7.3	Audits	13
7.4	Background Checks.....	13
8.0	CCS INFORMATION AND REQUIREMENTS	14

1.0 GENERAL INFORMATION

1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide Psychotherapy Services in the La Crosse County Jail to consumers with co-occurring substance abuse and mental health disorders (COD) enrolled in the Fresh Start Re-Entry Program. Fresh Start will provide evidence-based COD treatment and case management in the La Crosse County Jail and upon release through La Crosse County Justice Support Services (JSS), La Crosse County Integrated Support and Recovery Services (ISRS) and the WRIC Comprehensive Community Services (CCS) Program. As a result of this Request For Proposal (RFP), the County of La Crosse intends to award a contract to a single agency. The desired relationship between the contracting vendor and La Crosse County is one marked with a commitment to consistent quality service with continual improvement.

The Fresh Start Program is made possible by a Federal BJA Second Chance Re-Entry for Co-Occurring Disorders Grant. This Program is for males and females 17 years of age or older who meet eligibility requirements and are enrolled within the Fresh Start Re-Entry Program. These individuals have been identified as needing COD treatment, case management, psychosocial rehabilitative services and supportive activities both within the county jail setting and community that assist them in achieving their highest possible level of independent functioning, stability, and independence, and to decrease or eliminate jail re-entry. The goal of the Fresh Start program is to provide more seamless and effective transition from jail to community by focusing on uninterrupted treatment or introduction to treatment and services while incarcerated in the La Crosse County Jail, as well as focused case planning and case management to continue upon release back into the local community. The role of the chosen vendor of this contract will be to provide mental health and substance abuse therapy services within the jail setting for clients who are eligible and enrolled in the Fresh Start program; have the ability to continue therapeutic services on an outpatient basis when the client transitions into the community if continuation is deemed necessary (funding sources via 3rd party insurance/MA or CCS contract); and participate in regular collaborative team meetings as a member of the Fresh Start program's core team.

1.1.1 Service Description

A. Target Population

The main population will be males and females 17 years of age or older, who are incarcerated in the La Crosse County Jail, who meet eligibility requirements as listed below and agree to participate in Fresh Start programming.

B. Eligibility

To be eligible for the Fresh Start program a client must be:

- Incarcerated in the La Crosse County Jail
- Screened to have mental health and substance abuse issues as determined by screening tools administered by JSS program social workers (Screening tools utilized will be: Correctional Mental Health Screen for Men / Women and the TCU Drug Screen V).
- Moderate to High Risk of reoffending as determined by a Proxy/COMPAS assessment
- Has an anticipated length of stay in the La Crosse County Jail of more than 7 days
- Planned reentry to the community

Upon eligibility determination, La Crosse County Reentry Social Worker completes an intake process with client which includes client willingness to participate.

Due to the nature of the clients' needs enrolled in the Fresh Start program, coupled with the fact that MA and insurance coverage halts while an individual is incarcerated, there is a clear gap in needed treatment results. This contract serves to fill this gap in treatment by specifically serving those with co-occurring disorders while they are incarcerated to either 1) Begin necessary treatment an individual has not yet accessed prior to incarceration or 2) Provide a bridge in treatment while incarcerated by collaborating with the individual's established community provider.

C. Description of Type of Services to be Rendered

INDIVIDUAL PSYCHOTHERAPY

Psychotherapy provides help and guidance to consumers that have a variety of challenges. Psychotherapy through the Fresh Start Re-Entry Program will serve adults both inside the La Crosse County Jail (funded through this RFP) and in the community (outpatient/in-home setting) upon release from jail, either through the WRIC CCS Program (funded at current preferred provider rates) or the individual's Medicaid benefit. Individual issues and needs are assessed with goals being identified with input from the consumer themselves and their treatment team.

In addition to individual treatment provision, it is also crucial that the selected agency/therapist be an active participant in the Fresh Start core team (members to include: Re-Entry Social Worker, DOC Jail Liaison, and Peer Support Specialist). Therefore weekly team meetings should be incorporated into the proposed service description and budget.

The Fresh Start Re-Entry program is seeking a provider that is willing to work within all three settings and funding programs:

- 1.) Jail Setting – funding provided through 2nd Chance Act grant and this contract
 - a. Contract will coincide with grant award (2 years in length) and budget of **\$52,500 per year**. (Grant years are Oct 1st through Sept 30th).
- 2.) Community Setting – with funding provided through either:
 - a. Medicaid or card service (must be able to accept Medicaid)
 - b. WRIC CCS Program (must join current preferred provider network, if not already)

Some of the areas necessary within the WRIC CCS Program include:

- Providing a continuum of services and supports flexible and tailored for the consumers served by the CCS Program.
- Use of Evidence Based Practices to perform the services as requested.
- Availability during afternoon and evening hours as based on the consumer's needs.
- Availability to provide service at the location that best suits the consumer's needs.

- Providing consistent and timely collaboration with the consumer, their CCS service facilitator, mental health professional and other team members is necessary.
- Providing services that begin based off the consumers' service plan created by the consumer themselves and their team, while assisting in identifying assessed needs with the consumer and their team to create subsequent service plans.
- Attending any team meetings as asked by the consumer and/or service facilitator.
- Maintaining clear and organized documentation of each interaction with the consumer.
- Providing services in a respectful, culturally appropriate and collaborative manner.

GROUP PSYCHOTHERAPY:

Group Psychotherapy will likely not be included within the jail setting, however, it may be clinically appropriate and initiated for consumers also enrolled within the WRIC CCS Program or those continuing to receive Psychotherapy through their Medicaid benefit when reintegrated in their community.

For consumers enrolled both in the Fresh Start Re-entry Program and WRIC CCS, it is understandable that a vendor may co-mingle different clients/program types together for Group Psychotherapy. If a consumer is referred to Group Psychotherapy and the group is a co-mingled group, each consumer and their CCS service facilitator must be informed of and approve the co-mingled group setting prior to the consumer starting group therapy. Groups are limited to no more than 10 persons in a group, with no more than two professionals' eligible for reimbursement. As with the Psychotherapy, each individual within the group will have issues and needs assessed and goals identified with input from the consumer themselves and their treatment team.

D. Performance Records and Program Evaluations

Vendor must have a plan that includes service time expectations that are timely for accomplishing individualized assessed needs and goals which utilize evidence based practice. The vendor providing services under this RFP will be required to submit quarterly and annual reports to the Contract Coordinator measuring the outcomes and objectives achieved by the services rendered and listed in Section 1.1.3.

If a consumer is enrolled both in the Fresh Start Re-entry Program and WRIC CCS, is referred to Group Psychotherapy and the group is a co-mingled group, the provider must provide information on each consumer and the co-mingled group setting they are proposed to be a part of. Their CCS service facilitator must be informed of and approve prior to the consumer starting that group therapy.

E. Client Records

Documentation is required for all services provided and billed. The Provider must provide documentation that is completed in accordance with standard professional practices, adheres to the WRIC CCS Program guidelines (when applicable), and that uses the client's recovery plan as guidance. Services completed and documentation of the services must lead back to the objectives and interventions outlined in client's recovery plan. All draft documents should be concise and factual information of the goals

identified and progress made in an organized, complete and accurate manner. The documentation becomes part of the Human Services records.

F. Other Service Requirements

See Section 8.0 at the end of this RFP for CCS Program Information and Requirements. By responding to this solicitation, Provider is assuring they will be able to meet all of those requirements within the parameters and rates being paid.

As anticipated length of stay for clients enrolled in the Fresh Start program could be as little as 8 days, it will be vital that awarded therapist/agency have regular hours within the jail setting so that they are available and engaged with participants as early as possible. Service description proposals should outline clearly:

- Anticipated number of hours therapist(s) will be available to conduct individual psychotherapy, assessments, or other necessary individual treatment needs within the jail setting on a weekly basis given available grant budget of \$52,500 per year.
- Anticipated number of hours therapist is able to dedicate to weekly core team meetings – a minimum of 1.5 hours / week should be considered for collaboration meetings (structured and unstructured) given available grant budget.
- Type of evidence-based mental health and substance abuse assessment instruments utilized by therapist/agency as well as:
 - Training received to administer assessments
 - Quality assurance procedures utilized in ensuring fidelity in administration
 - Where/how results of assessment are stored
 - How results of assessments will be shared with core team for purposes of developing collaborative case plans.
- Ability to serve clients post-release via alternative funding sources including Medicaid or private insurance and/or WRIC CCS program.
 - For WRIC CCS program participants specifically additional program requirements include:
 - Staff training post hire must include instruction on factual and unbiased documentation and regular supervision that includes oversight, direction and feedback.
 - Staff qualifications include an advanced degree and licensure (i.e. psychiatrist, psychologist, or master’s level psychotherapist) in Social Work, Psychology, Counseling, Sociology or a closely related Human Services field that would ensure licensure and the ability to provide Psychotherapy.

Monthly invoices must meet the requirements of La Crosse County and when applicable the WRIC CCS Program guidelines. Potential vendors must be able to bill Medical Assistance or private insurance to support discharge from the WRIC CCS program

1.1.2 Program Goals

All services provided by vendors for Psychotherapy services must provide individualized measurable goals for consumers including specific outcomes to be submitted within the

timelines determined by La Crosse County and the WRIC CCS Program (when applicable). The goals and outcomes shall be reviewed on a regular basis and may be added to, revised, or ended as necessary. If outcomes are not achieved within a timely basis the service will be terminated. (See Section 1.1.3 for desired outcomes).

1.1.3 Desired Outcomes

Performance Objective	Expected Outcome	Outcome Measures
Fresh Start Therapist will maximize therapeutic interventions to clients while in the jail setting.	Fresh Start therapist is present and available to provide service to clients in the jail setting during their scheduled hours 90% of the time.	Regularly scheduled hours of availability will be determined in conjunction with jail administration. Fresh Start therapist will ensure they are present and providing therapeutic services to clients during these scheduled hours at least 90% of the time.
Continuity of care in transition from jail to community.	80% of clients receiving service from the Fresh Start therapist within the jail will have a specific transition plan upon release to include either: Continued appointments with Fresh Start therapist on an outpatient basis OR engagement or re-engagement with another community treatment provider that is coordinated by the Fresh Start therapist.	Of those Fresh Start clients released from jail 80% will have a <u>specific</u> transition plan that includes 1 of the 2 listed options.
Collaboration with Fresh Start core team	Fresh Start therapist participates in 85% of Fresh Start core team meetings.	Report on attendance at scheduled Fresh Start core team meetings.

1.2 Purchasing and Contracting Division/Department

This Request for Proposal (RFP) process is administered by La Crosse County, Human Services – Contract Division and the person responsible for managing the procurement process is Contract Unit Supervisor, Chris Sander.

The contract resulting from this RFP will be administered by La Crosse County, Human Services Department. The Contract Coordinator will be Chris Sander.

1.3 Clarifications and/or Revisions to the Specifications and Requirements

Any questions concerning this RFP must be received in writing by mail, fax, or e-mail on or before **Monday, October 1, 2018**. Send inquiries to:

Chris Sander, Contract Unit Supervisor
La Crosse County Human Services
300 4th Street N
La Crosse, Wisconsin 54601
Voice: (608) 785-5511 Fax: (608) 793-6567
E-Mail: csander@lacrossecounty.org

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

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

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

1.4 Vendor Conference

A vendor conference will be held on Wednesday, **October 3, 2018** at 1:00 p.m. at the La Crosse County Health and Human Services Building at 300 4th Street N, Basement Auditorium, to respond to written questions and to provide additional instruction and information to providers on the submission of proposals.

1.5 Reasonable Accommodations

La Crosse County will provide reasonable accommodations for the vendor conference upon request. If you need accommodations at the vendor conference, contact Chris Sander at (608) 785-5511 or csander@lacrossecounty.org.

1.6 Calendar of Events

September 26, 2018	Release date of 2 nd Chance Therapy RFP
October 1, 2018	Questions on RFP due to La Crosse County
October 3, 2018	Vendor Conference, Basement Auditorium, La Crosse County Health & Human Services Building - 1:00 p.m.. – 2:00 p.m.
October 17, 2018	Proposals due from providers, receipt at 3:00 p.m.
October 26, 2018	Vendor Interviews- please hold these day/times open for possible vendor interviews (October 26 – 1:00 pm – 2:00 pm; 2:00 pm – 3:00 pm).
November 2, 2018	Anticipated notification of award sent to providers

November 19, 2018

Estimated contract start date – *this date is negotiable*

1.7 Contract Terms and Rate Increases

The contract shall be effective from **November 19, 2018(negotiable) until September 30, 2020.**

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

2.2 Public View of Proposals

To the extent permitted by law, it is the intention of La Crosse County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of La Crosse County. At that time, all proposals will be available for review in accordance with the Wisconsin Public Records Law.

2.3 Incurring Costs

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

2.4 Submitting the Proposal

Proposers must submit an original and six (6) copies of all materials required for acceptance of their proposal by **3:00 p.m., October 17, 2018** to:

Chris Sander
La Crosse County Human Services
300 4th Street N
La Crosse, Wisconsin 54601

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

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

- Proposer's name and address.
- RFP title: 2nd Chance Therapy

2.5 Proposal Organization and Format

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

- Evaluation Criteria (See Section 3.5 of this RFP)
 - Service Methodology
 - Organizational Capabilities
 - Staff Qualifications
 - Outcomes/Documentation
 - Funding/Price Proposal

- Required Forms
 - Attachment A Signature Affidavit
 - Attachment B Vendor Data Sheet
 - Attachment C Purchase of Service Contract (return only if any requested revisions)
 - Attachment D Budget Request Form

2.6 Multiple Proposals

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

2.7 Vendor Interviews/Presentations

Top scoring proposers, based on an evaluation of the written proposal, may be required to participate in interviews/presentations to support and clarify their proposals. **These will be scheduled for October 26, 2018 (if necessary), following an internal meeting on October 25, 2018. Please keep these dates open for a possible interview/presentation. Generally, it is appropriate to bring staff familiar with the program and financial aspects of the proposal such that questions can be answered during the interview time.**

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Opening of Bid

Proposals will be opened after 3:00 p.m. on October 17, 2018.

3.2 Preliminary Evaluation

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

3.3 Right to Reject Proposals and Negotiate Contract Terms

La Crosse County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If

contract negotiations cannot be concluded successfully with the highest scoring proposer, La Crosse County may negotiate a contract with the next highest scoring proposer.

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

3.4 Proposal Scoring

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

3.5 Evaluation Criteria

<u>Description</u>	<u>Points</u>
<u>Service Methodology</u>	25
Provide a demonstrated success and an understanding in the areas of service required in the Service Description. Include program methods, strategies, and “how” the proposed services are consistent with services requested in Section 1 and the program goals and outcomes. Provide the type of evidence-based mental health and substance abuse assessment instruments that will be utilized by therapist/agency, as well as what quality assurance procedures are utilized in ensuring fidelity in administration; where/how results of assessments are stored and how results of assessments will be shared with core team for purposes of developing collaborative case plans. Provide us with the earliest date you feel your organization could begin these services.	
<u>Organizational Capabilities</u>	25
Describe proposers agency experience, ability, and capabilities in providing the service, including current infrastructure and experience serving the target population. Discuss your agency’s ability to serve clients post-release via alternative funding sources including Medicaid, private insurance and WRIC CCS funding.	
<u>Staff Qualifications</u>	25
Describe the educational (including degree held) and background work experience of the direct staff and supervisory staff who will be assigned to provide these services. Give an explanation of what training and ongoing training will be provided to staff and the length of training and how your agency will meet the CCS training requirements. Please tell us what training will be received by therapist to administer assessments.	
<u>Outcomes/Documentation</u>	25
Describe “how” the proposed outcomes in Section 1.1.3. will be documented and how the results will be measured and analyzed. Include any templates, tools or methods of measuring agency service performance	

that will be used. Provide your organizational approach to document consumer satisfaction with the services.	
<u>Funding/Price Proposal</u>	25
Provide a detailed budget using Attachment D – Budget Request Form to provide us with a weekly and/or monthly rate for each grant year (contract start date – Sept 30, 2019; Oct 1, 2019 – Sept 30, 2020). Provide the anticipated number of hours the therapist(s) will be available to conduct individual psychotherapy, assessments or other necessary individual treatment needs within the jail setting on a weekly basis. Provider anticipated number of hours therapist is able to dedicate to weekly core team meetings – a minimum of 1.5 hours/week should be considered for collaboration meetings (structured and unstructured) given available grant budget.	
<u>Vendor History</u>	0
These services are crucial to the clients served by La Crosse County Human Services. As part of this evaluation, a vendor may have up to 15 points subtracted based on the vendor’s past historical integrity in regards to providing services that meet needs of the clients, comply with program requirements and standards and are financially sound. Vendors with no previous history will be scored at zero.	
<u>Vendor Interviews/Presentations</u>	125
<u>TOTAL</u>	250

3.6 Required Forms

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

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

3.7 Final Offers

The decision on the final provider is estimated to be made by the Internal Purchasing Approvers by **November 2, 2018**.

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

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

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

Indemnification

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

5.0 PURCHASE OF SERVICE CONTRACT

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

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

6.0 START-UP COSTS

6.1 Start-up Costs (if Applicable)

Start-up costs are allowable for new or expanded services only. This total cost should be reflected under Section BB. Miscellaneous, with detailed proposed expenses attached to the budget packet. Costs incurred should be recovered in the unit price of the product or service. If a vendor feels that they need to bill start-up costs in advance of services being provided, this would need to be justified in

the proposal and negotiated prior to contracting. Start-up costs may not be billed prior to services being provided for certain programs

7.0 EXPENSES RELATED TO CONTRACTING

7.1 Insurance Requirements

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

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

7.2 Interpreters

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

7.3 Audits

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

7.4 Background Checks

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

- G. The Provider shall notify the Purchaser, as soon as possible, but no later than the Purchaser's next business day, when any of the following occurs with regard to its personnel pursuant to DHS 12.07(2):
- a. The Person has been convicted of any crime
 - b. The person has been or is being investigated by any governmental agency for any other act, offense or omission, including an investigation related to the abuse or neglect, or threat of abuse or neglect, to a child or other client, or an investigation related to misappropriation of a client's property.
 - c. The person has a governmental finding substantiated against them of abuse or neglect of a client or of misappropriation of a client's property.
 - d. In the case of a position for which the person must be credentialed by the department of regulation and licensing, the person has been denied a license, or the person's license has been restricted or otherwise limited.
- H. Upon notification from Provider, Purchaser will follow its internal procedures.
- I. Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. Provider shall complete the form attached as Appendix 7 (Page 2) and return it to the Purchaser. Purchaser may audit Provider Personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Policy.
- J. After the initial background check at the time of employment, licensure or contracting, the Provider must conduct a new Caregiver Background Check every four (4) years, or at any time within that period if the Provider has reason to believe a new check should be obtained.

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

8.0 CCS PROGRAM INFORMATION AND REQUIREMENTS

The Comprehensive Community Services (CCS) program is a community based psychosocial rehabilitation service that provides or arranges for psychosocial rehabilitation services for eligible adult or child consumers.

**Psychosocial rehabilitation services are medical or remedial services and supportive activities that assist the consumer to achieve his or her highest possible level of independent functioning, stability and to facilitate recovery.*

Who is eligible:

-The program is an entitlement for MA eligible persons.

-Person of any age with a mental health or substance abuse diagnosis AND

-Functional impairment that interferes with or limits three or more major life domains and results in needs for services that are described as ongoing, comprehensive and either high-intensity or low-intensity.

The following is the Service Array for Children, Adolescents and Adults:

- *Screening and Assessment
- *Service Planning
- *Service Facilitation
- *Individual Skill Development and Enhancement
- *Diagnostic Evaluations
- *Employment Related Skill Training
- *Peer Support
- *Individual and/or Family Psycho-education
- *Psychotherapy
- *Wellness Management & Recovery/Recovery Support Services
- *Medication Management for prescribers and non-prescribers

- *Substance Abuse Treatment
- *Physical Health Monitoring

Services that will remain fee for service through Medical Assistance:

-Pharmaceutical Medication Management when performed by a psychiatrist

The CCS Program requires all contracted providers meet requirements within both DHS 36 and the Forward Health Handbook. These requirements include:

- Criminal and caregiver background checks must be conducted by the agency on all staff providing CCS services **prior to contracting and/or initiating service. Contracted agencies are responsible for submitting all CCS performing providers' background verification (BID, DOJ, Caregiver, Out of State checks) for new staff and every 4 years**
- The Background Check process includes each of the following:
 - Completed Background Information and Disclosure (BID) form for every background check conducted
 - Copy of Department of Justice (DOJ) criminal background check results
 - Copy of Caregiver background check results
 - Copy of Out of State background checks, if applicable
 - Results of any subsequent investigation related to the information obtained from the background check
 - Note: contracted agency shall review background check results to ensure in compliance with DHS regulations)
- Training logs for each staff as outlined below
 - Training logs for all current and terminated staff who have provided services within the calendar year must be submitted to the Purchaser within 90 days of start of services and annually by January 31st for payment to be made to the Provider.
 - Provider is required meet supervision requirements established within DHS 36 for staff providing CCS services.
 - Provider is required to ensure documentation submitted reflects the clinical intervention documented within the service plan.
 - Provider is required to submit an accurate performing provider list to the county monthly.
- Copy of each staffs' diploma/degree, licensure, certification, etc.
- 2 references (professional or educational) for each staff
- Each staff member shall receive clinical supervision/collaboration:
 - Each staff member qualified under s. [DHS 36.10 \(2\) \(g\) 9. to 22.](#) shall receive, from a staff member qualified under s. [DHS 36.10 \(2\) \(g\) 1. to 8.](#), day-to-day supervision and consultation and at least one hour of supervision per week or for every 30 clock hours of face-to-face psychosocial rehabilitation services or service facilitation they provide. Day-to day consultation shall be available during CCS hours of operation.
 - Each staff member qualified under s. [DHS 36.10 \(2\) \(g\) 1. to 8.](#) shall participate in at least one hour of either supervision or clinical collaboration per month or for every 120-clock hours of face-to-face psychosocial rehabilitation or service facilitation they provide.
- Documentation for CCS services must be submitted from Provider to Purchaser. Provider must follow 60 day clean claim policy as listed within the Purchase of Service Contract Section V: A-F.

- Providers are responsible to insure they are providing service within their scope of practice that is set out by their respective guiding statute.
- If the contracted provider bills and gets paid by any other third party payers or Medicaid, it is the understanding that the Provider will need to refund those Providers and bill the County within the timelines as outlined in the Purchase of Service Contract Section V.

Non-compliance of any of the above requirements could lead to a termination of the contract with the provider or fiscal recoupment if vendor is found in non-compliance by an audit.