



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

**Friday, November 18, 2016**

**WESTERN REGION INTEGRATED CARE (WRIC),  
a La Crosse, Monroe and Jackson County Collaboration**  
In Conjunction with the La Crosse County Human Services  
Justice Support Services Section – Juvenile Justice Unit

In-Home Counseling Services

Proposals must be received no later than  
3:00 p.m., December 21, 2016

**SPECIAL INSTRUCTIONS:**

- 1. Place the signed Signature Affidavit as the first page of your proposal.**
- 2. Proposers must submit an original and five (5) copies of all materials**  
Label the lower left corner of your sealed submittal envelope as follows:  
Proposer's name and address:  
Proposal Title: In-Home Counseling Services
- 3. Vendor Conference will be held on:  
Wednesday, November 30, 2016 from 1:00 p.m. to 2:00 p.m.  
in Room 2002:**  
La Crosse County Health and Human Services Building  
300 4<sup>th</sup> Street North – 2<sup>nd</sup> Floor  
La Crosse, WI 54602
- 4. Deliver on or before December 21, 2016, by 3:00 p.m. to:**  
La Crosse County Human Services  
Attn: Chris Sander  
300 4<sup>th</sup> Street North  
La Crosse, Wisconsin 54601
- 5. Final award decision anticipated by January 25, 2017, with an estimated  
contract start date of February 1, 2017.**

**LATE, FAXED AND/OR UNSIGNED PROPOSALS WILL BE REJECTED**

## **TABLE OF CONTENTS**

---

<b>1.0</b>	<b>GENERAL INFORMATION .....</b>	<b>1</b>
<b>1.1</b>	<b>Introduction and Background .....</b>	<b>1</b>
	1.1.2 Service Description .....	1
	1.1.3 Program Goals .....	4
	1.1.4 Desired Outcomes .....	4
<b>1.2</b>	<b>Purchasing and Contracting Division/Department .....</b>	<b>4</b>
<b>1.3</b>	<b>Definitions .....</b>	<b>4</b>
<b>1.4</b>	<b>Clarifications and/or Revisions to the Specifications and Requirements .....</b>	<b>5</b>
<b>1.5</b>	<b>Vendor Conference .....</b>	<b>6</b>
<b>1.6</b>	<b>Reasonable Accommodations .....</b>	<b>6</b>
<b>1.7</b>	<b>Calendar of Events.....</b>	<b>6</b>
<b>1.8</b>	<b>Contract Terms and Rate Increases.....</b>	<b>6</b>
<b>2.0</b>	<b>PREPARING AND SUBMITTING A PROPOSAL .....</b>	<b>7</b>
<b>2.1</b>	<b>General Instructions .....</b>	<b>7</b>
<b>2.2</b>	<b>Public View of Proposals .....</b>	<b>7</b>
<b>2.3</b>	<b>Incurring Costs.....</b>	<b>7</b>
<b>2.4</b>	<b>Submitting the Proposal.....</b>	<b>7</b>
<b>2.5</b>	<b>Proposal Organization and Format .....</b>	<b>7</b>
<b>2.6</b>	<b>Multiple Proposals .....</b>	<b>8</b>
<b>2.7</b>	<b>Vendor Interviews/Presentations .....</b>	<b>8</b>
<b>3.0</b>	<b>PROPOSAL SELECTION AND AWARD PROCESS.....</b>	<b>8</b>
<b>3.1</b>	<b>Opening of Bid.....</b>	<b>8</b>
<b>3.2</b>	<b>Preliminary Evaluation .....</b>	<b>8</b>

**In-Home Counseling Services**  
**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

<b>3.3</b>	<b>Right to Reject Proposals and Negotiate Contract Terms .....</b>	<b>9</b>
<b>3.4</b>	<b>Proposal Scoring .....</b>	<b>9</b>
<b>3.5</b>	<b>Evaluation Criteria .....</b>	<b>9</b>
<b>3.6</b>	<b>Final Offers.....</b>	<b>10</b>
<b>3.7</b>	<b>Notification of Intent to Award will be Shortly Following Final Approval.....</b>	<b>10</b>
<b>4.0</b>	<b>SPECIAL CONTRACT TERMS AND CONDITIONS.....</b>	<b>10</b>
<b>5.0</b>	<b>PURCHASE OF SERVICE CONTRACT .....</b>	<b>11</b>
<b>6.0</b>	<b>EXPENSES RELATED TO CONTRACTING .....</b>	<b>11</b>
<b>6.1</b>	<b>Insurance Requirements .....</b>	<b>11</b>
<b>6.2</b>	<b>Interpreters.....</b>	<b>12</b>
<b>6.3</b>	<b>Audits .....</b>	<b>12</b>
<b>6.4</b>	<b>Background Checks .....</b>	<b>12</b>

## **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 In-Home Counseling Services to consumers of the WRIC consortium and La Crosse County Human Services, Justice Support Services Section, Juvenile Justice Unit (JSS-JJ). These services will be a part of a regional contract, working with La Crosse, Jackson and Monroe County for WRIC and La Crosse County for JSS-JJ.

As a result of this Preferred Provider Solicitation Package (PPSP), (See Section 1.3 for a definition of PPSP) the County of La Crosse reserves the right to award contracts to multiple vendors that are able to provide the full or partial array of services as requested and described in this document at consistent rates across the provider network. Thus, one contract will be awarded to a selected “Preferred Provider” and other contracts will be awarded to additional qualified vendors. The County would prefer to have a “Preferred Provider” that is able to serve all three WRIC Counties and will award more points for proposals meeting that preference.

#### **1.1.2 Service Description**

In-Home Counseling provides help and guidance to consumers that have a variety of challenges. In-Home Counseling serves the identified consumer individually and/or the entire family system and takes place in the home or community setting. Consumer’s needs are assessed and goal/objectives are identified with consumer and input from the treatment/wraparound team. In-Home Counseling provides intervention for a variety of individual and family system issues including; Diagnosis and treatment of mental, emotional, or behavioral disorders, conditions, or addictions through the application of methods derived from established psychological or systemic principals for the purpose of assisting people in modifying their behaviors, cognitions, emotions, and other personal characteristics, which may include the purpose understanding unconscious processes or intrapersonal, interpersonal, or psychosocial dynamics. Please note there may be referrals where services are involuntary and at times the consumer and/or family may find it challenging to recognize and implement change.

##### **A. Target Population**

La Crosse County is seeking vendors who can assist consumers/families that have identified life challenges that are a result of clinically significant mental health and/or substance abuse issues, identified as needing protection and/or services as a delinquent. These challenges may impact any of the consumers’ life domains. The preferred method of intervention will include the use of evidence base practice such as Cognitive Behavioral Therapy, Trauma Focused-Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, or other evidence based practices.

**In-Home Counseling Services**

**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

In addition, La Crosse County is seeking a vendor who understands and practices teaming and collaboration with informal and formal supports.

**B. Eligibility**

In-Home Counseling Services are available for consumers enrolled in the Comprehensive Community Services program within the Western Region Integrated Care (WRIC), as well as consumers receiving services through Child Protection Services (CPS) within the Family and Children’s section and/or Juvenile Justice (JJ) services within La Crosse County Human Services Justice Support Section.

Consumers in the Comprehensive Community Services (CCS) program must be enrolled in the Medical Assistance program and have a diagnosed mental health and/or substance abuse issue. The CCS program serves consumers across the lifespan.

**C. Description of Type of Services to be Rendered**

A continuum of services and supports must be flexible and tailored for each individual consumer. The vendor should use an Evidence Based Practice to perform the services as requested. Afternoon and evening hours are required.

The focus of the intervention should always be directed by the goals and objectives identified in the consumer’s Assessment, Service Plan and/or Case Plan.

La Crosse County strives to be a trauma informed community partner. Contracted vendors must be trauma informed/trained and open to utilizing the principles of wraparound to meet the consumers’ needs when appropriate.

For CPS and/or JJ referrals, safety is of the utmost importance. Decisions regarding in-home counseling are made to assist youth, children and parents to work towards change that ensures future safety and well-being. The vendor will develop an individualized treatment plan that targets the family’s challenges while identifying and enhancing their protective capacities to ensure the child, family and/or community’s safety, permanency, and well-being.

**D. Performance Records and Program Evaluations**

La Crosse County is seeking vendors that have a plan that includes service time expectations that are timely for accomplishing individualized consumers goals which utilizes evidence based practice. All vendors providing services under this PPSP will be required to submit quarterly and annual reports to La Crosse County measuring the

**In-Home Counseling Services**

**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

outcomes and objectives achieved by the services rendered and listed in Section 1.1.4.

**E. Client Records**

The In-Home counselor must draft documents with concise and factual information of the progress made in an organized, complete and accurate manner. Services rendered and documented in the record must coincide with the consumers assessed needs, service plan and/or case plan.

Documentation is required for all CCS Program services provided and billed. The Provider must provide documentation that is completed in accordance with standard professional practices 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.

The documentation becomes part of Human Services records and may be included in reports to the court.

**F. Other Service Requirements**

Upon referral, vendors must begin the referred service after the receipt of the referral within 15 business days, or be in communication with the referring social worker if there is a delay in the start of services.

Staff training must include instruction on factual and unbiased documentation, as well as any shadow opportunities held with a more experienced In-Home counselor(s). Further, there should be regular supervision that includes oversight, direction and feedback with a appropriately credentialed therapist.

Prior to January 31<sup>st</sup> each year, Providers must submit their annual CCS staff training records for each staff member that provides face-to-face client services. Each staff providing face-to-face service must also have a background check completed and submitted (dates of completion only on contract Appendix 7) to La Crosse County Human Services Contracting Unit every four years. Additionally, staff providing face-to-face service must be named and have information on their professional license and degree submitted to La Crosse County prior to providing services. These above listed items should be updated throughout the year for new or terminated employees.

Staff qualifications include an advanced degree in Social Work, Psychology, Counseling, Sociology or a closely related Human Services field that would ensure licensure and the ability to provide In-Home Counseling.

**In-Home Counseling Services**

**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

Potential vendors must be able to bill Medical Assistance or private insurance for all non-CCS consumers that are covered.

**1.1.3 Program Goals**

All services provided by vendors for In-Home Counseling must follow the CCS individualized service plan and/or CPS or JJ referral document that lists goals for consumer including specific objectives to be submitted within the timelines determined by La Crosse County. The goals and objectives shall be reviewed on a regular basis and will be added, revised, or ended as necessary. If objectives are not achieved within a timely basis the service may be terminated. (See Section 1.1.4 for desired outcomes as related to the below goals).

**1.1.4 Desired Outcomes**

<b>Performance Objective</b>	<b>Expected Outcome</b>	<b>Outcome Measures</b>
Consumers will reach their self-determined CCS objective.	75% of consumers will meet their provided objectives through the CCS service Plan.	Provide documentation of the goals and tracking.
Ensure recidivism of moderate - high risk offenders is reduced (JJ specific)	75% of JJ youth referred will show documented progression toward their program goals.	Provide documentation of the goals and tracking.
Vendors will meet with the consumer/family as stated in the service/case plan.	75% of the therapy sessions will occur as scheduled in the service/case plan.	Tracking and documentation of sessions to show involvement in therapeutic process.
Vendors will become a part of the consumer’s team meetings.	Vendor will participate in 75% of team meetings.	Tracking and documentation of team meetings per consumer to show involvement.

**1.2 Purchasing and Contracting Division/Department**

This Preferred Provider Solicitation (PPSP) process is administered by La Crosse County, Purchasing Division and the person responsible for managing the procurement process is Bryan Jostad.

The contract resulting from this PPSP will be administered by La Crosse County, Human Services Department. The coordinator of the contract will be Chris Sander.

**1.3 Definitions**

The following definitions are used throughout the PPSP:

**PPSP – Preferred Provider Solicitation Package –**

In the preferred provider purchasing option, service recipients are given a choice of all qualified providers of services. This means that Human Services may not limit the pool of qualified providers by offering an exclusive agency contract.

The Preferred Provider solicitation package will be forwarded to all known vendors who offer the particular service that is being sought. Once the preferred provider selection is made and approved by the Health and Human Services approval designees; all other vendors who submitted plans and met the minimum specifications will be offered a contract which would allow them to be a vendor for the service if they agree to provide the service at or below the rate that was set by the preferred provider.

Thus, a contract can be established that:

1. Offers preferred provider priority when a client has no preference; and
2. Permits all qualified providers to provide service as long as the services provided at a cost, which is equal to or less than the rate established through the preferred provider process.

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

**1.4 Clarifications and/or Revisions to the Specifications and Requirements**

Any questions concerning this PPSP must be received in writing by mail, fax, or e-mail on or before Monday, November 28, 2016. Send inquiries to:

Chris Sander, Contract Unit Supervisor  
La Crosse County Human Services  
300 4<sup>th</sup> Street North  
La Crosse, Wisconsin 54602-4002  
Voice: (608) 785-5511      Fax: (608) 793-6567  
E-Mail: [csander@lacrossecounty.org](mailto:csander@lacrossecounty.org)

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

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

**In-Home Counseling Services**  
**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

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

**1.5 Vendor Conference**

A vendor conference will be held on Wednesday, **November 30, 2016 at 1:00 p.m.** at La Crosse County Health and Human Services Building at 300 4<sup>th</sup> Street North, 2<sup>nd</sup> Floor, **Room 2002** - to respond to written questions and to provide additional instruction and information to providers on the submission of proposals.

**1.6 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](mailto:csander@lacrossecounty.org).

**1.7 Calendar of Events**

November 18, 2016	Release date of In-Home Counseling Services PPSP
November 28, 2016	Questions on PPSP due to County
November 30, 2016	Vendor Conference, Room 2002, La Crosse County HHS Building, 1:00 p.m. – 2:00 p.m.
December 21, 2016	Proposals due from providers, <b>receipt at 3:00 p.m.</b>
January 5-6, 2017	Vendor Interviews/Presentations- <b>please hold these days/times open for possible vendor interviews/presentations January 5<sup>th</sup> at 2 p.m. or 3 p.m. and January 6<sup>th</sup> at 2 p.m.)</b>
January 25, 2017	Anticipated notification of award sent to providers
February 1, 2017	Estimated contract start date – negotiable with selected vendor

**1.8 Contract Terms and Rate Increases**

The contract shall be effective from February 1, 2017 until January 31, 2020.

Annual rate adjustments will be made automatically following the July Consumer Price Index for Urban Regions (CPI-U).

1. The rate will be determined from tables from the U.S. Department of Labor-Bureau of Labor Statistics for the Midwest Urban region for areas of 50,000 or more.
2. Should the CPI-U ever be less than 0%, the Provider rates will stay the same as the current year. Should the CPI-U ever be more than 3%, Provider rates will go up 3%.
3. Automatic Rate Adjustments exclude services that are purchased at retail price, Medical Assistance (MA) Rates, and reimbursement rates set by the State (i.e. children’s group homes/residential care centers, autism, etc.). Also excluded are contracted rates that include a total dollar amount not to exceed during the contract period.

## **2.0 PREPARING AND SUBMITTING A PROPOSAL**

### **2.1 General Instructions**

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

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

### **2.2 Public View of Proposals**

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

### **2.3 Incurring Costs**

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

### **2.4 Submitting the Proposal**

Proposers must submit an original and five (5) copies of all materials required for acceptance of their proposal by **3:00 p.m., December 21, 2016** to:

Chris Sander  
La Crosse County Human Services  
Contract Unit  
300 4<sup>th</sup> Street North  
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.
- PPSP title: In-Home Counseling Services

### **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 PPSP. Each

**In-Home Counseling Services**  
**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

heading and subheading should be separated by tabs or otherwise clearly marked. The PPSP sections which should be submitted or responded to are as follows:

- Evaluation Criteria (See Section 3.5 of this PPSP)
  - 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 Packet

## **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 January 5<sup>th</sup> and 6<sup>th</sup>, 2017 following an internal meeting on December 29, 2016. Please keep these dates open for a possible interview. 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 December 21, 2016.

### **3.2 Preliminary Evaluation**

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

**3.3 Right to Reject Proposals and Negotiate Contract Terms**

La Crosse County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, La Crosse County may negotiate a contract with the next highest scoring proposer.

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

**3.4 Proposal Scoring**

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

**3.5 Evaluation Criteria**

<b><u>Description</u></b>	<b><u>Points</u></b>
<b><u>Service Methodology</u></b>	<b>25</b>
Provide a demonstrated success and an understanding in the areas of service required in the Scope of Work. Include program methods, strategies, and “how” the proposed services are consistent with services requested in Section 1 and the program goals and outcomes. Please include a description of the intended interventions and plan for implementation of said interventions. Please describe how your agency will incorporate and promote the team concept in to your services. Include a detailed plan for the In-Home Counseling Program implementation and service provision, including a timeline. Please include whether your agency is able to serve consumers in all three WRIC counties.	
<b><u>Organizational Capabilities</u></b>	<b>25</b>
Describe proposers agency experience, ability, and capabilities in providing the service, including current infrastructure and experience serving the target population.	
<b><u>Staff Qualifications</u></b>	<b>25</b>
Describe the educational and background work experience of the direct staff and supervisory staff who will be assigned to provide In-Home Counseling Services. Give an explanation of what training and ongoing training will be provided to staff and the length of the training.	
<b><u>Outcomes/Documentation</u></b>	<b>25</b>
Describe “how” the proposed outcomes for each service area will be documented and how the results will be measured and analyzed. Include	

**In-Home Counseling Services**

**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

any templates or methods of measuring agency service performance. Provide your organizational approach to document consumer satisfaction with the services and if the services are promoting the desired outcomes as listed in Section 1.1.4.	
<b><u>Funding/Price Proposal</u></b>	<b>25</b>
Please complete the attached budget request form.  For CCS-funded consumers, please set a quarter hour rate to be billed for travel, collateral and face-to-face services.  For non-CCS funded consumers, please include all direct and indirect costs to provide an hourly rate for face-to-face services.	
<b><u>Vendor Interviews</u></b>	<b>125</b>
<b><u>TOTAL</u></b>	<b>250</b>

**3.6 Required Forms**

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

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

**3.6 Final Offers**

The final decision on a provider is estimated to be made by the Internal Purchasing Approvers by January 25, 2017.

**3.7 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

**In-Home Counseling Services**  
**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

has the next most viable proposal or bid. La Crosse County may also elect to reject all proposals and re-issue a PPSP.

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

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

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

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

**Indemnification**

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

**5.0 PURCHASE OF SERVICE CONTRACT**

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

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

**6.0 EXPENSES RELATED TO CONTRACTING**

**6.1 Insurance Requirements**

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

- Workers' Compensation: minimum amount statutory
- Comprehensive general liability: \$1,000,000 per occurrence and in aggregate for bodily injury and property damage

**In-Home Counseling Services**

**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

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

## **6.2 Interpreters**

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

## **6.3 Audits**

Wisconsin Statutes 46.036(4) (c) requires that any Purchase of Service contract vendor with a contract in excess of \$25,000 must provide the County with an annual audit report unless waived by the State Department of Health and Human Services or the Department of Workforce Development. La Crosse County has obtained an exemption to the mandate that requires an audit for vendors of \$25,000 or more. This exemption increases the audit requirement to vendors that receive \$75,000 or more in annual governmental funding (no matter the source or entity of the funding). If your funding from La Crosse County is between \$25,000 and \$75,000, you will be asked to submit a Vendor Statement of Revenue and Expense in lieu of an audit. The only exception to this is for Child Residential Care Centers or Child Group Homes licensed under HFS 52 and HFS 57, respectively, are required to submit an audit to the Purchaser if the total amount of annual governmental funding through this and other contracts is \$25,000 or more. If your contract exceeds these limits, an audit will be expected.

## **6.4 Background Checks**

- A. Provider shall comply with the provisions of DHS 12, Wis. Admin Code.
- B. Provider shall conduct background checks at its own expense of all employees assigned to do work, with direct client contact, for the Purchaser under this contract.
- C. Provider shall conduct background checks with other states where the employee has lived, any time an employee required to have a background check, has lived out of state within the last 3 years.
- D. Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, and the Department of Regulation and Licensing as well as out of State records, tribal court proceedings and military records.
- E. Provider shall not assign any individual to conduct work under this contract who does not meet with requirement of this law.
- F. Provider shall train its staff to immediately report all allegations of misconduct to their immediate supervisor, including abuse and neglect of a client or misappropriation of client's property. Staff shall also report to their immediate

**In-Home Counseling Services**  
**WRIC and Justice Support Services – Juvenile Justice Unit Request for Proposal**

- 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.***