

# **Request for Proposal**

## **Afterhours Crisis Intervention Services**

**Issued by:**

**Richland County Health And Human Services**

**Proposals must be submitted  
no later than 4:30 p.m. CST  
Thursday, June 10, 2010**

**For further information regarding this RFP contact**

**Tracy Thorsen**

**[thorsent@co.richland.wi.us](mailto:thorsent@co.richland.wi.us)**

**(608) 649-5792**

**LATE PROPOSALS WILL BE REJECTED**

**AFTERHOURS CRISIS INTERVENTION SERVICES  
REQUEST FOR PROPOSAL (RFP)**

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## **APPLICANT ELIGIBILITY**

Applicants for this RFP must have experience providing mental health services and be incorporated in Wisconsin as a non-profit, profit, or limited liability corporation; or must be established in Wisconsin as a proprietorship or partnership. If a foreign corporation, the applicant must be licensed to do business in the State of Wisconsin. Richland County Health and Human Services will have sole discretion in determining applicant eligibility.

The proposal will be considered to meet the minimum requirements if the intended provider of the service has experience providing mental health services and submits a complete application.

## **RFP TIMELINE AND REVIEW SCHEDULE**

April 27, 2010	RFP Release Date
May 6, 2010	Notice of Interest Due ( <i>optional</i> )
June 10, 2010 by 4:30 p.m.	Proposals Due
June 11, 2010 at 9:00 a.m.	Public Opening
June 11 – July 2, 2010	Review Process
July 6, 2010	Notification of Selection
July 7 – 9, 2010	Appeal Process
August 12, 2010	Recommendation to HHS Board
October 1, 2010	Projected Implementation Date

### **Notice Of Interest:**

It is recommended that a notice of interest be submitted by May 6, 2010 via U.S. Mail, fax, or email to:

Richland County Health and Human Services  
ATTN: Tracy Thorsen  
221 W. Seminary Street  
Richland Center, WI 53581  
[thorsent@co.richland.wi.us](mailto:thorsent@co.richland.wi.us)  
Fax: 608-647-6611

The purpose of the Notice of Interest is to assure interested applicants receive all information regarding the RFP process. The notice does not indicate any obligation and will not be used for ranking or scoring proposals. The notice should contain the name of the applicant, the mailing address, telephone number, fax number, email address, and name(s) of contact person(s).

## **AFTERHOURS CRISIS INTERVENTION SERVICES REQUEST FOR PROPOSAL**

This document, referred to as a Request for Proposal (RFP), constitutes a request for competitive, sealed proposals from qualified organizations or individuals. Richland County Health and Human Services is seeking a qualified mental health provider to enter into a purchase of service contract for the provision of the County afterhours emergency mental health and substance abuse services including telephone and mobile crisis services.

“Emergency mental health and substance abuse services,” “crisis services,” or “crisis intervention services” in this RFP shall mean a coordinated system of mental health services which provides an immediate response to assist a person experiencing a mental health crisis.

Richland County Health and Human Services received 237 afterhours crisis contacts last year which was representative of most years. These contacts included both telephone and mobile responses. Of the total crisis calls received, approximately 42% involve individuals experiencing suicidal ideation or risk of dangerous behavior with a total of 25% of all crisis calls requiring emergency detention. Richland County initiated an average of 75 emergency detentions per year over the last three years.

The selected vender will provide the after-hours emergency mental health and substance abuse services including telephone and mobile crisis services. The vender would hire, train, schedule, and supervise the afterhours crisis staff; and would be required to coordinate afterhours services with the overall crisis system operated by Health and Human Services during office hours.

### **GENERAL COUNTY INFORMATION**

Richland County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. Richland County encompasses 589 square miles including 16 towns, 6 villages, and 1 city. The County has an estimated population of 18,052. County operations include a skilled nursing facility, a health and human services agency, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other government related functions. More information can be found at [www.co.richland.wi.us](http://www.co.richland.wi.us).

Richland County Health and Human Services operates a broad range of services for the residents of Richland County. The agency is organized into program units each of which provide a defined range of services. These program units are listed below and are supported by the business and administration services units.

- The **Aging and Disability Resource Center (ADRC)** is an information and assistance service designed to inform and connect County residents to programming, services, and public benefits. The ADRC also provides adult protective services.
- **Children’s Services** provides a variety of services to children and their families including the Birth to Three Program, Child Protective Services, Independent Living Program, Children with Disabilities Program, Comprehensive Community Services for Children, Juvenile Justice Services, and Foster Care/Kinship Care Program.
- **Clinical Services** provides a continuum of behavioral health services ranging from brief crisis intervention to intensive long-term treatment services. Services include an Outpatient Clinic that provides mental health and substance abuse counseling services, psychiatric services, and psychological testing/evaluation. Clinical Services also provides Comprehensive Community Services for adults, Community Support Program, and Crisis Intervention Services.

- **Economic Support Services** determines eligibility for County residents and administers a variety of economic assistance programs including Medicaid Programs, FoodShare Programs, Energy Assistance Program, Day Care Assistance, WI Funeral & Cemetery Aids, and the Wisconsin Works Program (W-2).
- **Long Term Support Services** provides care management services through a contract with Southwest Family Care Alliance which provides long-term care services and supports to elders and adults with physical disabilities or developmental disabilities.
- **Public Health** provides primary prevention, early intervention, and health promotion through the operation of General Public Health Programs, Communicable Disease Prevention Services, Maternal Child Health Services, Environmental Health Programs, Nutrition Program, and Preparedness & Response Activities.

Because they represent extensions of the Health and Human Services, it is the expectation that venders and contract providers support and carry out the agency mission.

#### Health and Human Services Mission

##### ***Promote the Health, Well-being, & Self-sufficiency for All People of Richland County***

*In carrying out the mission of the agency, all staff and programs shall:*

- *Treat others fairly and with respect in a friendly, courteous, responsive, and confidential manner.*
- *Demonstrate integrity and commitment in all actions.*
- *Create an environment of hope and positive expectation.*
- *Recognize and respect the uniqueness of individuals and families as well as foster collaborative decision-making.*
- *Value diversity.*
- *Provide individualized services in the least intrusive and least restrictive manner possible.*
- *Promote collaboration within the agency and with community partners.*
- *Provide quality services through continuous improvement and outcome measurement.*
- *Manage public resources responsibly.*

#### Clinical Services Mission

***To Individuals and Families:*** *Improve the emotional well-being of individuals and families based upon their identified wants and needs by providing accessible and quality assessment, treatment, rehabilitation, education, and support in areas of mental health and addiction recovery.*

***To the Community:*** *Be a resource on mental health and addiction through education, prevention, intervention, and treatment in order to promote an environment that is supportive to individuals seeking and obtaining assistance.*

## **REQUIRED SERVICE COMPONENTS**

The delivery of Crisis Intervention Services is regulated by the Wisconsin Department of Health Services administrative rules DHS 34 Emergency Mental Health Programs and DHS 75 Community Substance Abuse Services Standards (section on emergency outpatient service). Richland County Health and Human Services holds certifications to provide emergency services under these regulations which includes the DHS 34 Subchapter III — Standards for Emergency Service Programs Eligible for Medical Assistance Program or Other Third Party Reimbursement. Applicants must demonstrate the ability to comply with the applicable parts of these standards.

Richland County Health and Human services will continue to hold the DHS Crisis Certification, conduct the overall coordination of the service and submit the billing for services provided. The contracted vender will operate under the umbrella of the County's certification and provide crisis services during the non-business hours of Health and Human Services (*see Service Hours section below*). Health and Human Services will continue to provide crisis services during regular office hours through its Clinical Services program unit. The contracted vender will interface with the Health and Human Services daytime crisis services, Clinical Services programs, and other agency programs as appropriate.

**Services:**

- 1) *Telephone Service.* The contacted vender will provide the telephone service during the non-business hours of Health and Human Services. The Telephone Service provides callers with information, support, counseling, intervention, service coordination, and referral for additional, alternative or ongoing services. The telephone service shall have a direct link to the mobile crisis service, which can provide an onsite response to an emergency situation. The telephone service shall be directed at achieving one or more of the following outcomes:
  - Immediate relief of distress in pre-crisis and crisis situations.
  - Reduction of the risk of escalation of a crisis.
  - Arrangements for emergency onsite responses when necessary to protect individuals in a crisis.
  - Referral of callers to appropriate services when other or additional intervention is required.
- 2) *Mobile Crisis Service.* The contracted vender will provide the mobile crisis service during the non-business hours of Health and Human Services. The Mobile Crisis Service provides onsite, in-person intervention for individuals experiencing a crisis. The mobile crisis service shall have the capacity for making home visits and for seeing clients at other locations in the community. The response to on-site locations shall be within 30 minutes in the majority of situations but shall never be longer than 60 minutes. Law enforcement will accompany crisis staff upon request. Mobile Crisis Services shall be directed at achieving one or more of the following outcomes:
  - Immediate relief of distress in crisis situations.
  - Reduction in the level of risk present in the situation.
  - Conduct face-to-face risk assessment of all individuals who may need emergency inpatient psychiatric hospitalization.
  - Assistance provided to law enforcement officers involved in the situation by providing evaluation criteria and County authorization for emergency detention under s. 51.15, Stats.
  - Conduct the assessment required under s. 51.45 (11) (c), Stats (protective custody for detoxification services); and, if needed, arrange for transportation of a patient to the emergency room of a general hospital for medical treatment or to a detox facility.
  - Referral to or arrangement for any additional mental health or substance abuse services which may be needed.
- 3) *Afterhours On-Call System for Richland County Family Care Members and Providers.* The contracted vender will provide the Family Care on-call telephone service during the non-business hours of Health and Human Services. This service assists Family Care members and providers address urgent needs that can not wait until regular office hours which may include

contacting care management staff or authorizing services until the next business day. This service generally requires minimal telephone assistance.

- 4) *Emergency Energy Assistance*. The contracted vender will provide the emergency energy assistance during the non-business hours of Health and Human Services. This telephone service authorizes financial assistance to eligible individuals in afterhours emergencies. This is a seasonal service, provided only over the winter months, and generally requires minimal telephone assistance.

**Service Hours:** The service hours of the contracted crisis services shall be seven (7) days per week during the after-office hours or non-business hours of Richland County Health and Human Services including weekdays from 5:00 p.m. to the next morning at 8:00 a.m.; weekends from 5:00 p.m. Friday through 8:00 a.m. Monday morning; and during observed holidays of Richland County (*Holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, The Day After Thanksgiving, Christmas Eve, and Christmas Day*). Holiday hours begin at 8:00 a.m. and end the next morning at 8:00 a.m.

**Service Coordination:** The vender shall coordinate services and needed follow-up with the daytime Crisis Intervention Services and other Health and Human Services' programs. Coordination activities may include daily interactions with the Clinical Supervisor or other designee regarding information on crisis contacts that occurred the previous shift and arrangement for needed follow-up and service linkage. The vender shall also participate in regular (monthly or quarterly) crisis coordination meetings with relevant emergency response partners (i.e. law enforcement, emergency room staff, corporation counsel). The vender may also participate in other Health and Human Services advisory and review committees as requested.

**Staffing:** Services shall be provided either directly by a qualified masters degree licensed mental health professional or by other qualified bachelor degreed professionals who have 24 hour availability of a qualified masters degree licensed mental health professional for consultation. The consulting mental health professional may also be a Licensed Psychologist or Psychiatrist. The vender selected shall hire, train, schedule and supervise the on-call staff.

1. *Qualifications*. Direct service staff employed by the vender for this service, if not a licensed mental health professional, shall meet one of the following qualifications as well as any other staff qualification requirements of DHS 34.21.
  - Certified as a social worker, certified advance practice social worker and certified independent social worker as established in Wis. Stat. § Chapter 457, or
  - Registered Nurse licensed under Wis. Stat. § Chapter 441, or
  - Physician Assistant certified and registered pursuant to Wis. Stat. § 448.05 and 448.07, or
  - Post-Master's level clinical interns seeking degrees in psychology, social work, counseling, or guidance with 1500 supervised hours, or
  - Master's level clinicians in school psychology, marriage and family therapy, rehabilitative psychology, guidance and counseling psychology, and social work with 3000 hours of supervised clinical experience, or
  - Other qualified mental health professions shall have at least a bachelor's degree in a relevant area of education or human services and a minimum of one year experience (such as Substance Abuse professionals).



2. *Supervision.* The vender shall designate a qualified licensed mental health professional to act as a consultant and clinical supervisor to be available in-person or by phone during the hours of coverage. The clinical supervisor is responsible for the quality of the services provided and shall have oversight of staff that includes direct review of cases and performance. Staff shall receive adequate clinical supervision in order to provide services that are appropriate and effective. Clinical Supervision of staff shall meet the requirements of DHS 34.21.
3. *Orientation.* The vender shall ensure that newly hired staff complete an orientation as specified in DHS 34.21(8) within three (3) months of beginning work as a crisis on-call worker. Orientation shall be documented and available for review when requested by Health and Human Services.
4. *Ongoing Training.* The vender shall ensure that crisis staff receive at least eight (8) hours per year of in-service training on emergency mental health services, rules, and procedures relevant to crisis services, compliance with state and federal regulations, cultural competency in mental health services, and current issues in client's rights and services. All training shall be documented and available for review when requested by Health and Human Services.

### **Documentation:**

The vender is responsible for maintaining required documentation.

1. *Personnel.* Written documentation of qualifications, references, background checks and renewals, and training of all on-call staff workers shall be maintained by the vender and available upon request to Health and Human Services.
2. *Clinical.* On-call crisis staff shall be required to document all information gathered during a crisis in a format accepted by Richland County Health and Human Services including necessary documentation to meet requirements of DHS 34 and for Medicaid and other insurance billing.

NOTE: Richland County will require the vender to submit documentation of client crisis contacts via a secure web-based electronic form. This will require that crisis staff have access to the internet in order to complete necessary client crisis documentation. Documentation of crisis contacts are confidential client records and shall be turned over to and maintained by Richland County Health and Human Services.

3. *Programmatic.* Vender agrees to assist Richland County Health and Human Services in collecting and analyzing necessary data to ensure quality driven and cost effective delivery of crisis services and treatment.



## PROPOSAL INSTRUCTIONS

1. The proposal should be typed on company/agency letterhead and professionally organized. It is recommended that applicants use a 12 point font size for ease of reading.
2. All signatures must be made by authorized representatives or officers of the entity or individual submitting the proposal.
3. Provide five total copies (*one with original signatures and four (4) copies*) of the entire package, including all attachments.
4. Enclose the proposal package in a sealed opaque envelope which is clearly marked "**AFTER HOURS CRISIS SERVICES PROPOSAL.**"
5. The proposal must be submitted on or before the due date (*4:30 p.m. on Thursday, June 10<sup>th</sup>*) as detailed in the SUBMISSION INFORMATION section on page 16.

### **Technical Requirements:**

Applicants must provide the following information as a part of their proposal. The proposal information should be specific and complete in every detail and should be prepared in a simple and straightforward manner. Applicants should respond on a separate page for each narrative requirement.

Proposals must include the following items submitted in the order listed below:

- **Submission Package Checklist** - The Submission Package Checklist is included on page 13. The applicant should use this checklist in putting together the proposal. The Submission Package Checklist must be initialed for each required item contained in the package, and then signed by the applicant and dated at the bottom of the page.
- **Signature Page** - The Signature Page must be filled out completely and signed by the person authorized to legally bind the applicant to the proposal. The Signature Page is included on page 14 in the Appendix section of this RFP.
- **Service Requirements** - The Service Requirements Section has four requirements and is outlined on pages 9 – 11. The applicant must complete a detailed narrative for each requirement describing how the requirement will be met. A new page should be started for each requirement and labeled with the requirement title and number clearly at the top of the page. All attachments that pertain to a service requirement should be labeled with the corresponding service requirement title and number; and should be attached to or immediately follow that service requirement narrative. The service requirements should be submitted in the same order as listed in the Service Requirements section.
- **Cost Proposal** - The Cost Proposal page should be filled out completely and signed by the authorized individual. The Cost Proposal page is included on page 15. The cost proposal should cover a 12 month service period as described in the Budget Requirements section.
- **Budget Requirements** - The budget requirements are outlined on page 12. The narrative must provide explanation and detail of each line item of the Cost Proposal. This narrative should be labeled with the title "Budget Requirements" and then attached to or immediately following the Cost Proposal Page.

## ***SERVICE REQUIREMENTS***

### **Requirement No. 1: Provider Qualifications and Experience Narrative**

Applicants must have experience providing mental health services and be incorporated in Wisconsin as a nonprofit, profit, or limited liability corporation; or must be established in Wisconsin as a proprietorship or partnership. If a foreign corporation, the applicant must be licensed to do business in the State of Wisconsin.

- A. Provide a profile of the applicant, detailing the experience of the applicant and the experience and qualifications of the person or persons who will primarily be responsible for the services. Detail the applicant's experience providing mental health services including background, qualifications and service history.
- B. Provide a detailed resume or vita of the individual who will be primarily responsible for the clinical direction of the service. Changes in the person listed here will not be allowed without permission from Richland County, which shall not be unreasonably denied.
- C. Describe the applicant's experience and capability to comply with Wisconsin Department of Health services administrative rules DHS 34 Emergency Mental Health Programs (especially Subchapter III) and DHS 75 Community Substance Abuse Services Standards (section on emergency outpatient service) as they apply to this project.
- D. List projects of similar scope and size which demonstrate the applicant's competence to perform the work required on this project. Provide the name and telephone number of a contact person from such previous projects.
- E. Provide a minimum of three letters of references with regard to the applicant's experience, reputation, reliability and capabilities.
- F. Describe the applicant's status of incorporation in Wisconsin.

### **Requirement No. 2: Plan for Service Provision Narrative**

Applicants must demonstrate the ability to meet the required service components for the afterhours crisis intervention services.

- A. Describe how the applicant will support the Health and Human Services Mission in its delivery of Crisis Intervention Services.
- B. Services – Provide a narrative for each of the service areas listed below and described in the Required Service Components section of this RFP on pages 5 – 6. Describe the applicant's ability to provide these services based on history and previous experience in providing mental health services as well as the applicant's experience in working with the individuals in crisis.

Telephone Service: Describe how this service will be provided including the point of initial contact, staff that provide the services, how the crisis professional will conduct a crisis assessment and respond to the caller's needs, and how this service will interface with the Mobile Service.

Mobile Crisis Service: It is the expectation that all risk assessments where emergency inpatient psychiatric hospitalization is being considered will be conducted by a face-to-face contact. It is also expected that the response to on-site locations will be within 30 minutes in the majority of situations and never longer than 60 minutes. Law enforcement will accompany crisis staff to a location upon the request.

Describe how the mobile service will be provided including how the mobile service will be initiated; identify staff who will provide the services; how the crisis staff will conduct a crisis assessment and respond to the individual's needs; and how this service will interface with the Telephone Service. Also describe any assessment tools or standardized approaches that will be used.

Afterhours On-Call System for Richland County Family Care Members and Providers: Describe the applicant's willingness to receive necessary orientation/training for this service and provide the Family Care on-call telephone service during the non-business hours of Health and Human Services.

Emergency Energy Assistance: Describe the applicant's willingness to receive necessary orientation/training for this service and provide the emergency energy assistance during the non-business hours of Health and Human Services.

C. Documentation: The vendor is responsible for maintaining documentation on staff qualifications. The vendor is also responsible for documenting all relevant information gathered during a crisis. Health and Human Services will require the vendor to submit documentation of client crisis contacts via a secure web-based electronic form. This will require the crisis staff to have access to the internet in order to complete necessary client crisis documentation. Discuss the applicant's plan for maintaining required documentation related personnel, clinical, and programmatic records.

- *Personnel.* Describe how written documentation of qualifications, references, background checks and renewals, and training of all on-call staff workers will be maintained and the procedure for making this documentation available to Health and Human Services when requested.
- *Clinical.* Describe how information gathered during a crisis will be documented including necessary documentation to meet criteria for billing as specified by private insurance companies and Medical Assistance. Describe the capability for submitting documentation of crisis contacts via the County's secure web-based electronic form via an internet connection. Give assurance that the client crisis documentation will be available by the opening of business hours to the Health and Human Services Clinical Supervisor or other designee so that needed follow-up and service linkage can be conducted.
- *Programmatic.* Describe how the applicant will assist Richland County Health and Human Services in collecting and analyzing data to ensure quality driven and cost effective delivery of crisis services and treatment.

### **Requirement No. 3: Staffing Plan and Qualifications Narrative**

Applicants must provide a staffing plan which demonstrates that they will have adequate qualified staff to cover all shifts in the designated service hours. The applicant will be responsible to hire, train, schedule and supervise the on-call staff.

- A. Submit plan to provide adequate staffing. Describe in detail the staffing pattern the applicant plans to put in place in order to provide coverage during the hours of service for the afterhours crisis system including the plan for providing backup in case of illness or emergency absence.
- B. Describe staff qualifications. Detail qualifications that proposed staff will possess. Include a copy of any job descriptions and/or resumes of staff that are anticipated to be involved in the provision of crisis services.
- C. Describe the plan to provide staff orientation and training to meet the requirements under DHS 34.21(8).
- D. Describe the plan for the provision of clinical supervision to staff providing crisis services in order to meet the requirements under DHS 34.21(7). Describe the availability of a qualified licensed mental health professional to provide consultation and clinical supervision to crisis staff either in-person or by telephone.

### **Requirement No. 4: Plan for Coordination Narrative**

Richland County Health and Human services will hold and maintain the DHS Crisis Certification, conduct the overall coordination of the service and submit the billing for services provided. The contracted vender will operate under the umbrella of the County's certification and provide crisis services during the non-business hours of Health and Human Services. The vender must interface services with Health and Human Services so that needed follow-up by the daytime Crisis Intervention Services can occur. These coordination activities may need to include daily interactions with the Clinical Supervisor or other designee regarding information on crisis contacts that occurred the previous shift. The vender must also participate in regular (monthly or quarterly) Crisis Coordination meetings with relevant emergency response partners (i.e. law enforcement, emergency room staff, corporation counsel). In addition, the vender may be requested to participate in other Health and Human Services advisory and review committees as requested.

- A. Describe how the applicant will interface with the daytime Crisis Intervention Services and other Health and Human Services' programs.
- B. Describe how coordination activities will take place so that follow-up and service linkage occurs as needed and information is shared in a timely manner.
- C. Explain how the applicant will be available to participate in regular (monthly or quarterly) Crisis Coordination meetings with relevant emergency response partners (i.e. law enforcement, emergency room staff, corporation counsel).
- D. Describe the applicant's ability to participate in the Richland County Health and Human Services advisory and review committee to ensure coordinated community plans of care

## ***BUDGET REQUIREMENTS***

### **Cost Proposal Form**

The Cost Proposal Form located on page 15 must be completed. The Cost Proposal form should reflect the budgeted costs for the twelve month calendar year of 2011. The applicant must list all costs as they pertain to this program. If the applicant's proposal is selected and a contract awarded, the twelve month costs will be prorated to reflect an initial 3-month contract for the year 2010 beginning on the projected start date of October 1, 2010 through the end of the year on December 31, 2010. The contract would renew in 2011 and annually thereafter contingent upon approval of the Richland County Health and Human Services Board.

### **Budget Narrative**

A Budget Narrative must be provided and attached to the Cost proposal. The Budget Narrative should include sections that are labeled with the title of each line item with an explanation or rationale for the costs included in that line. The explanations do need not to be extensive or lengthy, but must adequately explain what items/elements are represented by the budget figures.

**Richland County Health and Human Services  
Request for Proposal  
Afterhours Crisis Intervention Services  
RFP SUBMISSION PACKAGE CHECKLIST**

Initial each box to certify that each of the following items are included in this submission package and are placed in the order listed.

☐ **Signature Page Form**

**SERVICE REQUIREMENTS RESPONSES AND ATTACHMENTS**

- ☐ **Requirement No. 1 – Provider Qualifications and Experience Narrative**
- ☐ **Requirement No. 2 – Service Provision Narrative**
- ☐ **Requirement No. 3 – Staffing Plan and Qualifications Narrative**
- ☐ **Requirement No. 4 – Plan for Coordination Narrative**

**BUDGET REQUIREMENTS**

- ☐ **Cost Proposal Form**
- ☐ **Budget Narrative**

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

Print Name: \_\_\_\_\_

**Richland County Health and Human Services  
Request for Proposal  
Afterhours Crisis Intervention Services  
SIGNATURE PAGE**

APPLICANT (*to be signed by the person authorized to legally bind the applicant to this proposal*)

All proposal conditions and prices submitted shall remain firm for 120 calendar days following opening.

Applicant: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_ Website: \_\_\_\_\_

**SIGNATURE: *Proposal is Invalid without Signature***

I hereby certify that the total contents of this proposal including the program requirements and budget sheets are accurate. I understand any false representation may result in prosecution under applicable laws and Richland County may sanction or disqualify the Applicant with regard to this proposal and future awards. I further certify that I have reviewed the enclosed purchase of service contract contained in the Appendix of this RFP, and upon entering into a purchase of service contract with Richland County Health and Human Services agree to comply with all provisions and conditions as set forth in the enclosed purchase of service contract.

By \_\_\_\_\_  
*Signature of Authorized Representative* *Print Full Name*

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



## COST PROPOSAL

*The budget below reflects cost for the 12-month calendar year of 2011.*

## **SUBMISSION INFORMATION**

Selection of a Proposal will be based only on the Proposal submitted and subsequent interviews, if any; therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer that may be accepted by Richland County Health and Human Services for a period of 120 days following the proposal opening. Applicants are also strongly encouraged to carefully review the "Standard Terms and Conditions" which are included on pages 19 – 22.

### **Technical Assistance:**

Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be submitted per the Technical Assistance instructions. Applicants are cautioned not to contact the officers or employees of the County concerning this procurement during the competitive procurement and review processes. Applicants are advised that the only official position of Richland County is that position which is stated in writing and issued by the contact person. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

1. *Oral Requests for Technical Assistance:* There will be no response to oral requests for technical assistance.
2. *Written Requests for Technical Assistance:* Requests for technical assistance must be made in writing via U.S. Mail, fax, email, or courier to:

Richland County Health and Human Services  
ATTN: Tracy Thorsen  
221 W. Seminary Street  
Richland Center, WI 53581

Fax: (608) 647-6611  
Email: [thorsent@co.richland.wi.us](mailto:thorsent@co.richland.wi.us)

Every effort will be made to respond to written requests within two business days of submission. No written requests will be accepted after Monday, June 7, 2010.

### **Proposal Due Date:**

An original and four (4) sealed copies of the proposal must be received and date stamped by Health and Human Services no later than 4:30 p.m., Central Standard Time, Thursday, June 10, 2010. Proposals may be mailed or hand delivered. Faxes, email, or electronic proposals will not be accepted.

Applicants sending proposals through the U.S. Mail are cautioned to allow sufficient time for delivery by the US Post Office. The date of postmark on a proposal sent via U.S. Mail will not be considered in the acceptance of proposals that are not received by the due date. Proposals, which are received after the 4:30 p.m. deadline, will not be reviewed and will be returned to the applicant. No exceptions will be allowed.

### **Address and Labeling:**

Proposals must be addressed to the Richland County Health and Human Services office and "**AFTER HOURS CRISIS SERVICES PROPOSAL**" must be distinctly marked on the opaque, sealed envelope. The address should be displayed as shown below:

**Richland County Health and Human Services  
AFTER HOURS CRISIS SERVICES PROPOSAL  
221 W. Seminary Street  
Richland Center, WI 53581**

### **Changes in the Request for Proposal**

If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued by Richland County Health and Human Services and furnished to all applicants that have submitted a Notice of Interest.

### **Cancellation/Modification**

Richland County Richland County Health and Human Services reserves the right to cancel this solicitation at any time prior to award. Any proposal may be accepted, modified, rejected in whole or in part.

### **PROPOSAL OPENING**

Proposals shall be opened publicly at Health and Human Services, 221 W. Seminary Street, Richland Center, Wisconsin at 9:00 a.m. on Friday, June 11<sup>th</sup>. Public Opening of RFP's will be conducted by Randy Jacquet, Health and Human Services Director and Tracy Thorsen, Clinical Services Coordinator. The only information disclosed to attendees at the opening will be the identity of the applicants.

### **REVIEW PROCESS**

After determining that a proposal satisfies the minimum mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal shall be conducted. Health and Human Services will convene a committee that consists of agency staff and relevant community stakeholders (i.e. law enforcement, hospital staff, advocacy groups and consumers) to conduct an initial review of proposals.

After the initial review process, a technical question and answer conference or interview may be conducted with selected applicants, to clarify or verify the applicant's proposal and to develop a comprehensive assessment of the proposal. Only applicants that Richland County determines to meet its criteria will be invited to the conference and interview.

Richland County reserves the right to consider historic information, whether gained from the applicant's proposal, question and answer conferences, references, or any other source, in the evaluation process.

Richland County reserves the right to negotiate the terms and conditions, including the price, as proposed in the applicant's proposal. In addition, as part of such negotiations, Richland County reserves the right to require supporting cost, pricing and other data from the applicant in order to determine the reasonableness and acceptability of the proposal.

### **NOTIFICATION OF SELECTION**

Each applicant shall be notified in writing of the County's decision regarding its proposal. Questions regarding the process or factors affecting selection shall be directed in writing to:

Randy Jacquet, Director  
Richland County Richland County Health and Human Services  
221 West Seminary  
Richland Center, WI 53581

## **CONTRACT NEGOTIATIONS**

Contract and final budget negotiations will occur after a vender is selected. A sample template of the purchase of service contract that will be entered into by and between Richland County Health and Human Services and vender is included on page 24 in the Appendix section of this RFP.

The decision to contract with the selected applicant will be tentative pending approval of the Health and Human Services Board and, if applicable, the Richland County Board. After the award decision, all RFP materials become public. A copy of such materials will be made available upon request.

In the event that those negotiations are not successful, Richland County Health and Human Services may choose to initiate negotiations with the applicant having the next ranking proposal(s) or to reject the remaining proposal(s).

Health and Human Services projects that the initial contract for Afterhours Crisis Intervention Services will begin October 1, 2010 to December 31, 2010 with annual renewals contingent upon approval of the Richland County Health and Human Services Board.

## **APPEALS**

Each applicant whose proposal is reviewed by Health and Human Services shall receive written notice of the determination of approval or non-approval of their proposal.

Applicants shall be notified by end of business on Tuesday, July 6, 2010 of the outcome of the selection decision and recommendation to the Richland County Health and Human Services Board. The selection recommendation is contingent upon approval by the Richland County Health and Human Services Board. Applicants shall have three (3) calendar days after being notified of the award, but no later than 4:30 p.m. Friday, July 9, 2010, to file an appeal. Ranking and/or scoring by the Review Committee are not subject to protest or appeal. Appeal of the award itself must be made in written form and specifically state the procedural issue being contested.

Letters of appeal should be directed to:

Randy Jacquet, Director  
Richland County Health and Human Services  
221 West Seminary  
Richland Center, WI 53581

## **STANDARD TERMS AND CONDITIONS**

Submission of a proposal constitutes acceptance by the applicant of the conditions contained in this RFP.

### **Specifications:**

The specifications in this request are the minimum acceptable. Richland County shall be the sole judge of equivalency. Applicants are cautioned to avoid bidding alternates to the specifications which may result in rejection of their proposal.

### **Deviations and Exceptions:**

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the applicant's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the applicants shall be held liable.

### **Acceptance-Rejection:**

The applicant is cautioned that it is the applicant's sole responsibility to submit information and that Richland County is under no obligation to solicit such information if it is not included with the proposal. Failure of the applicant to submit such information may cause an adverse impact on the evaluation of the Applicant's proposal.

Richland County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept all or any part of a proposal as deemed to be in the best interests of Richland County.

### **Reputation and Reliability:**

Reputation and reliability of the applicant's organization are considered in the evaluation process. Therefore, the applicant is advised to submit any information which documents successful and reliable experience in past performance related to the requirements of this RFP.

The qualifications of the personnel proposed by the applicant to perform the requirements of this RFP will be considered in the evaluation. Therefore, the applicant should submit information related to the experience and qualifications of the staff proposed.

### **Taxes:**

Richland County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax on alcoholic beverages which is excepted by State Statutes.

### **Entire Agreement:**

These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

### **Applicable Law:**

The vender shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work of its conduct. The Richland County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of Wis. Stat. § 59.52(29) do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.

### **Assignment:**

No right or duty in whole or in part of the vender under this contract may be assigned or delegated without the prior written consent of Richland County.

### **Subcontractors:**

If subcontractors are planned to be used, this should be clearly explained in the proposal. Richland County reserves the right to reject any subcontractor. However, the prime vender will be responsible for contract performance whether or not subcontractors are used.

**Arbitration/Appeals Process:**

Notice of intent to protest and protests of any award made must be made in writing and filed with Richland County Health and Human Services, 221 W. Seminary Street, Richland Center, WI 53581, within three (3) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.

Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.

Richland County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Richland County waives its right to litigation, then the arbitration provisions shall apply.

**Nondiscrimination:**

Employment. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner on the basis of age (over 40), race, religion, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest record, conviction record, sexual orientation, marital status, pregnancy or childbirth, military participation, genetic testing, submitting to honesty testing, or use or non use of lawful products off the employers premises during non-working hours. Employees may not be harassed in the workplace based on their protected status nor retaliated against for filing a complaint, for assisting with a complaint, or for opposing discrimination in the workplace. All employees are expected to support goals and programmatic activities relating to nondiscrimination in employment.

Service Delivery. No otherwise qualified applicant for service or program participant shall be excluded from participation, be denied benefits, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, age, sex, religion, political beliefs or disability. No employee or other person shall intimidate, threaten, coerce, or discriminate against any otherwise qualified individual for the purpose of interfering with any right or privilege secured under one of the applicable civil rights laws, or because they have made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under one of the applicable civil rights laws. Program access for persons with disabilities is covered in the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 as amended. Under the Food Stamp Act and USDA-FNS policy, discrimination is prohibited also on the basis of religion and political beliefs or affiliation. This policy covers eligibility for access to service delivery, and to treatment in all of the programs, services and activities. All employees are expected to support the goals and programmatic activities relating to nondiscrimination in service delivery.

Failure to comply with the conditions of this clause may result in the vender becoming declared an "ineligible" vender, termination of the contract, or withholding of payment.

**Safety Requirements:**

All materials, equipment, and supplies provided to Richland County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

**Hold Harmless:**

Vender agrees to indemnify, hold harmless, and defend Richland County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the vender.

**Insurance Responsibility:**

The vender performing services for Richland County shall comply with the insurance requirements contained herein and outlined in the Purchase of Service Contract, a sample template of which is included on page 24 in the Appendix section.

Upon selection vender agrees to provide own insurance, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Vender is insured under professional liability insurance for the minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.

Upon selection vender agrees to provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

**Cancellation:**

Richland County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the vender to comply with the terms, conditions, and specifications of this contract.

**Audit:**

During the term of the contract, the vender shall, upon the request of Richland County, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.

**Independent Contractor Status:**

The vender is an independent contractor. None of the officers, employees, or agents of the vender are employees of Richland County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.

**Public Records Access:**

It is the intention of Richland County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the awarding of the contract.

**Proprietary Information:**

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Richland County procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Vender's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Richland County.

Any material submitted by the applicant in response to this request that the applicant considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified. Proposal prices cannot be held confidential.

**Disclosure:**

If a public official (s. 19.42, Wis. Stats.), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the county unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract.

**Material Safety Data Sheet:**

If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**Termination for Convenience:**

Richland County reserves the right to terminate this contract for convenience upon 60 days notice.

**Termination for Default:**

Richland County reserves the right to terminate the contract for default if, after twenty days written notice to cure default, vender fails to satisfactorily cure the default

**Purchase of Service Contract:**

Richland County Health and Human Services uses a standard Purchase of Services Contract which is included in the Appendix section. Venders must be familiar with and abide by the terms of this contract.



**Cost:**

In the evaluation of the applicant's proposal, Richland County reserves the right to consider the value of money and any other economic impact factors as deemed appropriate and in the best interests of Richland County.

Richland County reserves the right to negotiate the terms and conditions, including the price, as proposed in the applicant's proposal. In addition, as part of such negotiations, Richland County reserves the right to require supporting cost, pricing and other data from the applicant in order to determine the reasonableness and acceptability of the proposal.

There is no expressed or implied obligation for Richland County to reimburse responding applicants for any expenses incurred in preparing proposals in response to this request.

**Contract Award:**

Any award of a contract resulting from this RFP will be made only by written authorization from the Richland County Health and Human Services Director. Contract and final budget negotiations will occur after a vendor is selected.

**Cost Proposal and Signature Form:**

The submission of a proposal shall be considered as a representation that the applicant has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required.

The proper submission of this form by the applicant will be considered as the applicant's offer to enter into a contract in accordance with the provisions herein set forth.

If an applicant's proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Applicant's price proposals and any other written offers/clarifications made by the Applicant and accepted by the County, will be incorporated into the entire contract between the County and the Applicant, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by Richland County, execution of this document by the proper County officials, and delivery of the fully-executed contract to the successful Applicant. The contract may only be amended by written agreement by the Contractor and Richland County.

**Complete Proposal:**

It is the applicant's sole responsibility to submit a complete proposal with all of the required information and that Richland County is under no obligation to solicit such information if it is not included with the proposal. Failure of the applicant to submit such information may cause an adverse impact on the evaluation of the applicant's proposal. The only information the Review Committee will be given about each applicant's proposal is that which is contained within the submission package. It is that information contained in the Submission Package which will be considered in determining the merits of one proposal over another. For that reason, each copy must be a duplicate of the entire original submission package, including any attachments.

**RICHLAND COUNTY HEALTH AND HUMAN SERVICES  
AFTERHOURS CRISIS INTERVENTION SERVICES  
REQUEST FOR PROPOSAL**

**APPENDIX**

**RICHLAND COUNTY HEALTH AND HUMAN SERVICES**  
**2010 PURCHASE OF SERVICES CONTRACT**  
**SAMPLE TEMPLATE**

**I. PARTIES AND CONTRACT PERIOD**

This contract is entered into freely and independently by and between Richland County Health and Human Services, whose business address is 221 West Seminary Street, Richland Center, WI 53581, hereinafter referred to as Purchaser, and INSERT PROVIDER NAME whose business address is INSERT PROVIDER ADDRESS, hereinafter referred to as Provider. This contract is to be effective for the period October 1, 2010 – December 31, 2010.

The Provider employee responsible for day-to-day administration of this contract will be INSERT PROVIDER CONTACT PERSON AND PHONE NUMBER, whose business address is INSERT PROVIDER ADDRESS. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator within ten (10) business days.

The Purchaser employee responsible for day-to-day administration of this contract for purposes of receiving notices, request for information, and other communications will be Angie Rizner, Office Supervisor, (608) 647-8821 ext. 272, whose business address is 221 West Seminary Street, Richland Center, WI 53581.

**II. PURPOSE**

It is understood that Purchaser has entered into a contract with the Department of Administration for Energy Assistance Services, the Department of Corrections for Youth and Family Aids Services, the Department of Health Services and the Department of Children and Families for Social and Mental Hygiene Services, the Department of Transportation Services for Transportation Services, and the Department of Workforce Development for Economic Support Services. The purpose of this contract is to formalize the terms and conditions of the Provider services to covered clients receiving authorized services. Purchaser agrees to purchase for and Provider agrees to provide to eligible clients, the services as describe in detail in the **Service, Rate, and Payment Addendum**, attached hereto pursuant to State and Federal Rules and Regulations.

Definitions are listed in the **Definition Addendum**, attached hereto to clarify language used in this contract.

**III. STATUS OF PARTIES**

- A. Purchaser and Provider agree that each acts in an independent capacity in the performance of this contract and not as an employee or agent of the other. The parties agree to cooperate with each other for the purpose of providing benefits and access to care for covered clients.
- B. Nothing contained in this contract shall constitute or be construed to create a partnership or a joint venture between the Purchaser and its successors or assigns and Provider or its successors or assigns. In entering into this contract and in acting in compliance herewith, Provider is at all times acting and performing as an independent provider, duly authorized to perform the acts required of it hereunder.
- C. Provider shall provide all personnel required to perform the services under this contract. Such personnel shall not be employees of, or have any other contractual relationship with Purchaser.
- D. Provider will provide proper supervision to all employees providing services under this contract.

**IV. SERVICES**

- A. **Provision of Service:** Provider agrees to provide the services as described in the **Service, Rate, and Payment Addendum** attached hereto. The manner in which the services shall be provided are described in the **Service, Rate, and Payment Addendum**. Services shall be delivered in a culturally competent manner. That is, in a manner that honors the covered client's beliefs and customs and is sensitive to the cultural diversity and background of the covered client. This cultural competence will be demonstrated

in written and verbal communication with the covered client and family and in the training of Provider staff.

- B. Access: Provider must not create barriers to access of services, which have been authorized by the Purchaser, by any requirements it imposes. At Purchaser's request, Provider will submit to Purchaser any policies and procedures it develops that are material to providing services so that the Purchaser is able to assure that barriers are not created.
- C. Service Authorization: Provider agrees to comply with the process described in the **Service Authorization Addendum** if attached hereto, to receive required prior authorization for providing the services under this contract.

V. PAYMENT FOR SERVICES

- A. The Purchaser shall pay the Provider at the rate and methods listed in the **Service, Rate, and Payment Addendum** of this contract.
- B. Purchaser may withhold any and all payment otherwise due Provider, if Provider fails to perform in accordance with this contract and may hold the payments until Provider corrects its failure to perform.

VI. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this contract from Provider will be determined by Purchaser. An individual is entitled to the right of a Fair Hearing concerning eligibility and the Purchaser shall inform individuals of this right. The Purchaser shall provide Clients with information concerning their eligibility rights and how to appeal those rights.

VII. INDEMNITY AND INSURANCE

- A. Provider agrees that it will at all times during the existence of this contract, indemnify Purchaser, agents, officers, and employees from and against any and all loss, damages, and costs or expenses including attorneys fees which Purchaser may sustain, incur, or be required to pay by reason of eligible client's suffering, personal injury, death, or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this contract; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser.
- B. Provider agrees to indemnify Purchaser for any amount Purchaser may be required to repay to the State and/or Federal Government by virtue of payments made to Provider by Purchaser under this contract that the State and/or Federal Government determines to be overpayments or inappropriate payments.
- C. Provider agrees that, in order to protect itself as well as the Purchaser and its officers, boards and employees under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract, keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Upon the execution of this contract, Provider shall furnish Purchaser with written verification of the existence of such insurance. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:
  - Worker's Compensation: minimum amount – statutory
  - Comprehensive General Liability: minimum amount \$1,000,000
  - Auto Liability (if applicable): minimum amount \$1,000,000
  - Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
  - Umbrella Liability (as necessary): minimum amount \$1,000,000
- D. The Purchaser shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. In the event of any action, suit, or proceedings against Provider upon any matter herein indemnified against, Provider shall notify the Purchaser by registered mail within five (5) business days. The Purchaser shall cooperate with Provider and its attorneys in defense of any action suit or other proceedings.

VIII. AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

- A. The Provider agrees to submit to the Purchaser a current copy of the Subrecipients Civil Rights Compliance Action Plan for Meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act, Titles VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act, the Omnibus Budget Reconciliation Act of 1981 and the Americans with Disabilities Act (ADA) Titles I through IV, and the Wisconsin Fair Employment Law. The Provider shall send Purchaser, a copy of Provider's individual CRC Action Plan at the time the contract is submitted. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a two (2) or three (3) year period.

*(Providers having less than twenty-five (25) employees and/or receive less than \$25,000 in annual payments, or are governmental entities or have a balance workforce, are excluded from the requirement to submit an Affirmative Action Plan and hereby agree to sign the attached Civil Rights Assurance Addendum in lieu of submitting a plan.)*

- B. The Provider agrees to the following provisions:
1. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age.
  2. Except as otherwise permitted under State or Federal law, no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, or ancestry, disability (as defined in Section 504 and the Americans with Disabilities Act (ADA)), physical condition, developmental disability (as defined in s.51.05(5)), arrest or conviction record (in keeping with s.111.32) sexual orientation, political affiliation, marital status, or military participation, the use of legal products during non-work hours, and non-job related genetic and honesty testing. All employees are expected to support goals and programmatic activities relating to non-discrimination in service delivery.
  3. Provider shall conduct, keep on file, and update annually, an accessibility self-evaluation of all programs and facilities, including employment practices for compliance with the American with Disabilities Title 1 regulations, unless an updated self-evaluation under Section 503 of the Rehabilitation Act of 1973 exists which meets the ADA requirements.
  4. The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Purchaser will continue to provide appropriate translated program brochures and forms for distribution.
  5. The Provider agrees to comply with the Purchaser's guidelines in the Civil Rights Compliance Standards and a Resource Manual for Equal Opportunity in Service Delivery and Employment for the Wisconsin Department of Health Services and Wisconsin Department of Children and Families, its Service Providers, and their Subcontractors.
  6. The Provider has primary responsibility to take constructive steps, as per the CRC Standards, to ensure the compliance of its subcontractors. However, where the Provider has a direct contract with another agency, the Provider need not obtain a Subcontractor Civil Rights Compliance Plan or monitor that Subcontractor.
  7. The Purchaser will monitor the Civil Rights Compliance of the Provider. The Purchaser may conduct reviews to ensure compliance. The Purchaser may also conduct reviews to address immediate concerns of complainants. The Provider agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
  8. The Provider agrees that through its normal selection of staff, it will employ staff with special translation or sign language skills or find persons who are available within a reasonable time and who can communicate with non-English speaking or hearing impaired clients; train staff in human

relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; and make the programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually impaired. Informational materials will be posted and/or available in languages and formats appropriate to the needs of the client population.

9. Provider will identify a Limited English Proficient (LEP) Coordinator, develop LEP policies and procedures and ensure staff are trained on such policies and procedures, collect data on primary language use or LEP participants to evaluate program's effectiveness; and establish a complaint process that is accessible to LEP participants.
  10. Provider will analyze its service area to assess the primary language needs of the participants that Provider services or encounters and establish a plan that will make oral interpretation available and free of charge upon request. Provider will provide written translations of vital documents to LEP participants that constitute at least 5% or 1,000 LEP individuals, whichever is less, for the populations served or encountered.
  11. The Provider shall, to the extent possible, hire bilingual staff, work with community associations, and contract with competent interpreters or other ways to ensure accurate interpretation while providing critical health care to an LEP member, if applicable.
- C. The Purchaser will take constructive steps to ensure compliance of the Provider with the provisions of this subsection. The Provider agrees to comply with civil rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.

#### IX. RENEGOTIATIONS

This contract or any part thereof must be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by Federal or State laws or regulations or court action; or, 3) monies available affecting the substance of this contract.

#### X. CONTRACT REVISIONS AND/OR TERMINATION

- A. Failure to comply with any part of this contract may be considered cause for revision, suspension, or termination.
- B. Revisions of this contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.
- C. Termination shall not release the Provider of its obligation to serve covered clients then receiving services until transfer of the case to another service provider can be accomplished. Purchaser shall pay for services as provided herein in accordance with the **Service, Rate, and Payment Addendum**, attached hereto. Notwithstanding any other provision of this contract, either party may terminate this contract if the other party breaches any condition or covenant of this contract and has failed to cure the breach within thirty (30) days after receipt of such notice.
- D. This contract may be terminated thirty (30) days following written notice by Purchaser or Provider unless an earlier date is determined by Purchaser to be essential to the safety and well-being of the covered clients under this contract with the exception of those providers which must meet the notification requirements as applicable in Chapter 50 licensing. Failure to comply with any part of this contract may be cause for early termination by offended party. In the event of termination, the Purchaser will only be liable for services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Provider for use in completing this contract.
- E. This contract may be terminated or suspended due to deficiencies in quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or early termination of this contract.
- F. Provider shall notify Purchaser, in writing, whenever it is unable to provide required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require revision or early termination of this contract.

- G. Notwithstanding any other right of termination, Purchaser reserves the right to immediately terminate, or reduce in scope, its obligations under this contract in the event that sources of funding to the Purchaser derived through State or Federal grants or contracts are terminated or reduced.
- H. In the event that the contract is terminated or not renewed by either Purchaser or Provider, the Provider agrees to cooperate in transitioning services provided covered clients under this contract to Purchaser or to another provider designated by Purchaser.

XI. RESOLUTION OF DISPUTES

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract and Chapter 68, Wisconsin Statutes. Purchaser and Provider agree to meet and confer in good faith to resolve any issues or disputes arising under this contract prior to the initiation of any legal action.

XII. RECORDS

A. Covered Client Records:

1. Provider shall maintain and preserve individual covered client's records in accordance with established professional standards and applicable State and Federal laws, rules, and regulations. These records shall be accurate, legible and safeguarded against loss, destruction or unauthorized use and shall remain confidential as required by State and Federal law. The use or disclosure by any party of any information concerning covered clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the covered client or the client's authorized representative. Covered clients have the right to approve or refuse the release of personally identifiable information, except when such release is authorized by law.
2. Covered Clients shall have access to their records in accordance with State and Federal law. Providers shall use its best efforts to make records available to covered clients or their authorized representatives within ten (10) working days of the record request.
3. Provider shall forward Covered Clients records to the Purchaser, pursuant to grievances, within fifteen (15) business days of the Purchaser's request. If the Provider is unable to meet the fifteen (15) business day requirement, the Provider shall explain why and indicate when the records will be provided.
4. Provider shall have procedures to provide for the prompt transfer of records and exchange of information with Purchaser and other providers for the purpose of managing the covered client's medical and long-term care and providing referral services.

B. Access to Premises and Records:

Provider shall allow duly authorized agents or representatives of the Purchaser, the Department of Health Services and/or the Department of Children and Families, its authorized agents and Federal agencies, during normal business hours, access to its premises and records to inspect, audit, monitor, examine, or copy individual records pertaining to the contract, or otherwise evaluate the performance of Provider and its subcontractors, if any. In the event access is requested, Provider shall make staff available to assist in the audit or inspection effort and provide adequate space on the premises to reasonably accommodate personnel. All inspections and audits will be conducted in a manner that will not unduly interfere with the performance of the Provider's activities.

C. Other Records:

1. Provider shall maintain and upon request, furnish to Purchaser any and all information requested by Purchaser relating to the quality and quantity of services covered by this contract. This includes written documentation of care and services provided and the dates of services for all the services rendered as specified by Purchaser.
2. Provider shall maintain clearly identifiable and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the services provided.



3. Provider agrees to maintain and preserve its accounting and other financial management records pertaining to this contract in a form and manner consistent with all applicable State and Federal laws and principles of proper accounting and financial management.
4. Provider shall maintain records for a period not less than seven (7) years. Records involving matters that are subject to litigation shall be retained for a period of not less than seven (7) years following the termination of litigation upon expiration of the seven (7) year retention period, the Provider may request authority from the Purchaser to destroy, dispose of, or transfer the records.

XIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 “HIPAA” APPLICABILITY.

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

In addition, if Purchaser has determined that the Provider is a “Business Associate” within the context of the law, a **Business Associate Addendum** will be attached hereto and made part of this contract. Provider agrees to abide by the requirements of the Business Associate Addendum.

XIV. REPORTING

Provider shall meet all reporting requirements imposed by Purchaser for the purposes of reviewing and auditing Provider’s performance under this contract and Purchaser’s performance under its contract with DHS and DCF, Specifically, Provider shall timely provide all data, in the format specified by the Purchaser, that is requested by the Purchaser related to Provider’s quality assurance/quality improvement programs, utilization review, and encounter reporting, if applicable.

XV. PROVIDER RESPONSIBILITIES

- A. Provider agrees to meet State and Federal standards and applicable State licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this contract. In addition, Provider shall:
  1. Cooperate with Purchaser in establishing costs for reimbursement purposes.
  2. Transfer a client from one category of care or service to another only with the prior approval of the Purchaser.
  3. Provider shall maintain all required licensure, certification, and/or accreditation during the term of this contract and shall comply with the applicable state licensure and/or certification requirements as specified in state and federal statutes and rules. Provider will provide evidence of licensure, certification, and/or accreditation at the time of signing of the contract and thereafter upon request by Purchaser. Health professionals, who are certified by Medicaid, agree to provide information about their education, Board certification, and recertification upon request of the Purchaser.
  4. Provider shall immediately notify Purchaser of any changes, or threatened changes, to its Medicaid certification, licensure or other certification or accreditation. Providers shall notify Purchaser of any visits or contacts by their licensing entities and shall send the Purchaser, copies of any licensing inspection reports within five (5) business days of receipt of such reports.
  5. Provider ensures that staff providing services to clients are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
  6. If the Provider subcontracts any part of this contract, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such subcontracting to the Purchaser for approval.
  7. Provider shall furnish utilization data to the Purchaser upon request.
  8. If the total amount of annual funding paid to Provider is \$25,000 or more, then an **Audit Addendum** will be attached to this contract and Provider agrees to all of the terms of the **Audit Addendum**. If the total amount of annual funding paid to Provider is less than \$25,000, an Audit Addendum will not be attached and Provider will not need to meet audit requirements.

9. If Provider is an Adult Family Home, Provider agrees to **Adult Family Home Addendum** and completes **Exhibit 1 - Calculating Expenses for an Adult Family Home**.
10. If Provider provides services to Comprehensive Community Services consumers, Provider agrees to **Comprehensive Community Services Addendum/s**.
11. Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or given the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
12. Provider shall not handle Client funds. The Purchaser or Purchaser's Designee shall handle all Client funds unless previously agreed upon by and between Purchaser and Provider in which case Provider agrees to adhere to Purchaser's Policies and Procedures regarding the handling of Client funds.

**XVI. EXCLUSION FROM STATE AND FEDERAL HEALTH CARE PROGRAMS**

Both parties represent and warrant that Provider and Purchaser and their owners and employees are not excluded from participation in any Federal health care programs, as defined under 42 U.S.C. § 1320a-tb(f), HFS 12 Wis. Admin. Code, or any form of State Medicaid program, and to each party's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other party of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it. Both parties shall have the right to immediately terminate this contract upon learning of any such exclusion and shall be kept apprised by the other party of the status of any such investigation.

**XVII. SAFETY**

Provider attests to meeting all applicable OSHA requirements and similar State and Federal Safety Laws.

**XVIII. QUALITY ASSURANCE/QUALITY IMPROVEMENT**

Provider agrees to participate to the extent requested by Purchaser in Purchaser's Quality Assurance and Quality Improvement programs.

**XIX. GRIEVANCE AND APPEAL**

- A. Provider shall notify Purchaser in writing within five (5) business days of all complaints and grievances filed in writing against the Provider and the action taken by the Provider to resolve such complaint and grievances.
- B. Provider agrees to fully cooperate with Purchaser in researching and resolving complaints and grievances regarding Provider's services. Such cooperation will include furnishing information to Purchaser on Covered Client complaint and grievances within fifteen (15) days of its request.
- C. The Purchaser shall furnish Provider with a copy of their approved Complaint and Grievance procedures. In the event that the Covered Client complains directly to the Provider, the Covered Client must be given a copy of these procedures which contains:
  - A statement of client rights.
  - Information about all levels where a complaint or grievance may be registered.
  - Information about persons or organizations that may assist with the complaint or grievance process.

**XX. CRIMINAL BACKGROUND CHECK POLICY**

The Purchaser and Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, Provider shall comply with the provision of applicable Wisconsin Statutes (Chapter 48 and Chapter 50), the Caregiver Background Check and Investigation Legislation, and applicable administrative rules of the State of Wisconsin, Department of Health Services and Department of Children and Families.

Provider shall conduct background searches at its own expense of all employees assigned to do work for the Purchaser under this contract if such employee has actual, direct contact with the clients of the Purchaser.

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, the Department of Children and Families, and the Department of Regulation and Licensing, as well as out of state records, tribal court proceedings and military records.

After the initial background check, Provider must conduct a new background check every four (4) years, or at any time within that period when the Provider has reason to believe a new check should be obtained.

Provider shall maintain the results of this background search, on its own premises, for at least the duration of the contract. Purchaser may audit Provider personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Policy.

Provider shall refrain from assigning any individual to conduct any work under this contract who does not meet the requirement of this law. Employee in this clause shall mean an employee or prospective employee of the Provider, and any subcontractors, agents and assigns who will do any work under this contract. Provider shall notify the Purchaser in writing within one (1) business day if an employee has been charged with or convicted of any crime specified in HFS 12.07(2).

Provider further agrees to indemnify and hold harmless the Purchaser for any and all demands, claims, suits, liability, loss, damage or expense of any kind, including costs, fines and reasonable attorney's fees, which results from the negligent or willful acts or omissions of the Provider or its employees, with respect to the duties and obligations of the Provider in conducting the background investigation required hereunder.

XXI. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health Services and/or Department of Children and Families shall serve to terminate this contract, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supercede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXII. SIGNATURES

- A. This contract is agreed upon and approved by the Provider and Purchaser's authorized representative, as indicated below.
- B. This contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty (60) days.

FOR PURCHASER: \_\_\_\_\_  
RANDY JACQUET, LCSW  
DIRECTOR  
RICHLAND COUNTY HEALTH & HUMAN SERVICES

\_\_\_\_\_  
DATE

FOR PROVIDER: \_\_\_\_\_  
INSERT CONTACT NAME  
INSERT TITLE  
INSERT PROVIDER NAME

\_\_\_\_\_  
DATE