



# Bid Waiver Form

Revised 02/2023

Short Description of Goods/Services	Outpatient Therapy	Total Cost	\$200,000
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Vendor Name	Multiple/Our Generations	MUNIS #		Req #	
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Purchasing Officer	Pete Patten	Date	06/23/2023
Department	Human Services- BH	Email	Moore.Chloe@danecounty.com
Name	Chloe Moore	Phone	608-698-6384

**\*A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL\***

Provide a detailed description of the goods/services intended to be purchased:

Dane County Department of Human Services desires to purchase individual and group outpatient therapy services for uninsured Dane County Residents, from a diverse group of providers within Dane County.

Services provided will be:

- Offered in a culturally and linguistically appropriate manner
- Accessible with minimal wait time
- Available throughout Dane County, ensuring convenient locations for consumers

**\*Send to a Purchasing Officer Once Completed\***



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## Procurement Exception List

- Emergency Procurement
- Unique and specific technical qualifications are required
- A special adaptation for a special purpose is required
- A unique or opportune buying condition exists
- Only one vendor possesses the unique and singularly available ability to meet the Department's requirements

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception(s) chosen:

As a result of the last RFP for outpatient therapy for uninsured Dane County residents, Journey Mental Health Center is the only contracted provider for this service. This limits the diversity among providers and therapy modalities offered, and requires individuals to obtain services from Journey regardless of barriers. Allocated funds for these services have consistently been underspent.

Outpatient services were scheduled for RFP in 2022 for 2023 contracts, but that was put on hold in favor of developing an open network for outpatient treatment. As such, a bid waiver for outpatient services was submitted to the board in late 2022, and subsequently approved.

Dane County is rich with outpatient providers who are interested in providing this service, but there is not currently a contractual nor systematic avenue to connect consumers to alternative providers. In order to provide more options for uninsured residents throughout Dane County, the Department of Human Services is requesting a blanket bid waiver for outpatient treatment offered within an open network of providers that the department will maintain. Providers participating in the network will all be required to adhere to identical contract requirements, including state licensure under administrative rules DHS 35 (for Outpatient Mental Health Clinics) or DHS 75 (Community Substance Use Service Standards). Moreover, once the systematic process needed to connect individuals to the network is launched, any Dane County qualified provider who is interested in a contract will be welcomed into the network until funding capacity is reached. Initial contract amounts for all providers will be \$12,000, with the ability to increase based on contract utilization and funding availability. All providers will be reimbursed at the rate of \$128.56. This rate aligns with Medicaid reimbursement rates for the same service within the Comprehensive Community Services network. Those interested in receiving services will have the option of calling the Behavioral Health Resource Center (BHRC) for assistance in service navigation, or they may contact the provider directly. A provider directory will be established and published on the BHRC website to allow for independent service navigation. If deemed eligible for services via either of these avenues, an authorization will be established. Services will be authorized in ten session increments, with oversight provided by a DCDHS Program Specialist.

## Bid Waiver Approval (For Purchasing Use Only)

Under \$43,000 (Controller)

\$43,000+ (Personnel & Finance Committee)

Date Approved:

**\*Send to a Purchasing Officer Once Completed\***



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**(CONTINUED):**

In 2022, Dane County Human Services awarded approximately \$200,000 to small, local agencies to assist them in building the infrastructure necessary to join an open network of providers. The secondary goal of these grants was to expand the capacity of outpatient providers to serve target communities and under-served populations. All funds were awarded through a competitive grant process. Our Generations, one of the grant awardees, has agreed to become the first provider within this open network. While the dollar amount associated with the Our Generations Contract does not reach the purchasing threshold which requires a bid waiver, this bid waiver is being put forward to establish a contractual avenue for all qualified agencies interested in providing outpatient therapy in Dane County in the future.

**\*Send to a Purchasing Officer Once Completed\***

Created: 9/1/2023 Revised:	Contract #: Division: Behavioral Health	Provider: Our Generations Funding Period: September 1, 2023 through December 31, 2023
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Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a.		98000	36508	Therapy Services - Individual	507	N/A	N/A	\$ 128.56	93	\$ 12,000		\$ 12,000	600/6/10
b.													
c.													
d.													
e.													
f.													
g.													
h.													
i.													
<b>Total</b>										\$ 12,000	\$ -	\$ 12,000	

\*Other Revenue-Include here the source and related amount for each program:

a.	The section below is to be used to further define the information above. Service unit is a staff hour of individual service. Unit Quantity is estimated, contract will be paid on a unit by unit rate basis. Unit = direct client hour of services.
b.	
c.	
d.	
e.	
f.	
g.	
h.	
i.	

Standard Program Category (SPC) Code Description:

a. 507=Counseling/Therapy

Contract Manager(s)/Programs: Chloe Moore

Accountant(s)/Programs: Laura Yundt

**Our Generations  
Outpatient Treatment  
PROGRAM XXXX SPC 507**

**2023 – SCHEDULE A**

**A. Description of Services to be Purchased**

This program is intended to provide:

Program #: XXXX– Outpatient Treatment (SPC 507.00)

The provision of treatment oriented services to clients needing treatment for a personal, social, behavioral, mental, or alcohol and drug abuse disorder to maintain and improve effective functioning. Services typically provided in a service office or a natural setting, may include, but are not limited to: assessment/diagnosis; case (treatment) planning, monitoring and review; counseling/psychotherapy; therapy services; physical health services; and medical support services. Includes divorce and family counseling and counseling for students experiencing behavioral problems at school. Includes intensive home and community treatment services when provided by persons other than those responsible for probation, juvenile supervision or aftercare supervision. Includes methadone maintenance activities. Excludes work related services. Excludes treatment services provided to residents of an alternate living setting or in a day center by staff or providers of those settings.

**1. Service Location**

Outpatient services are provided at 1955 W Broadway, Monona, WI 53713. At the recommendation of the provider and with agreement of the client, service may be provided at community based location or within the client's residence.

**2. Persons to Be Served**

**a. Target Population**

PROVIDER shall serve residents of Dane County with a mental health or Substance Use Disorder diagnosis who are clinically appropriate for outpatient psychotherapy.

**b. Eligibility**

PROVIDER shall find eligible for admission to these programs any individuals who possess the following characteristics:

- i. Adult (at least 18 years old); and,
- ii. Dane County resident; and,
- iii. Diagnosable mental health disorder; and,
- iv. Not covered or eligible for coverage by any insurance plan with a similar benefit; or,

- v. Referred to PROVIDER by the Behavioral Health Resource Center (BHRC)

### **3. Federal and State Requirements**

- a. All services shall be provided according to federal and state requirements related to DHS 35 and DHS 75 (as applicable).

## **B. Program Evaluation**

### **1. Goals**

- a. Provide uninsured Dane County residents access to outpatient psychotherapy in a planned, coordinated, efficient, and effective manner.
- b. Support uninsured Dane County residents experiencing difficulties due to symptoms mental illness and/or Substance Use Disorder to gain skills and improve functioning.

### **2. Performance Indicators**

- a. 60% of all clients discharged will:
  - i. Complete service with major or moderate improvement;
  - ii. Report improved level of functioning in at least one of the following areas:
    - Psychosocial and environmental stressors
    - Health status
    - Suicide risk
    - Employment status
    - Legal involvement
  - iii. Have established involvement with natural support system

## **C. Contract Requirements Specific to Program**

### **1. Referral/Application Process**

Referrals are accepted from the Behavioral Health Resource Center (BHRC) or from an individual themselves. The PROVIDER will manage its own screening and intake process. For self-referrals, screening must confirm eligibility criteria is met prior to provision of services. PROVIDER shall notify COUNTY of all clients accepted for services via e-mail, within two (2) business days of acceptance.

### **2. Capacity/Wait List**

PROVIDER shall accept admissions under this contract at all times. PROVIDER will maintain a wait-list as needed, and will inform the COUNTY of such waitlist within two (2) business days. PROVIDER shall notify COUNTY of availability on a monthly basis. Unless PROVIDER has

informed COUNTY of wait-list, services must be provided within two weeks of referral.

### **3. Service Methods**

#### **a. Service Definition**

Services provided under the terms of this contract include but are not limited to: screening, intake, assessment, evaluation, diagnosis, treatment planning, psychotherapy (individual, couples, family), and referral to other needed services. Services shall be delivered in accordance with the written treatment plan.

#### **b. Frequency of Contact**

Frequency of contact is determined on an individual basis as outlined in the treatment plan, but is not to exceed one hour per day, two days per week. PROVIDER is to contact COUNTY for authorization if services are required more than twice weekly.

#### **c. Staffing Requirements**

Staffing shall be provided in accordance with DHS 35 and/or DHS 75. Unlicensed staff (e.g., clinical interns) are not permitted to provide services within this contract.

#### **d. Nature of Contact**

The majority of contact under this contract shall take place in the PROVIDER's office and shall be face-to-face between staff from the PROVIDER and each client admitted to these programs. The PROVIDER may have some contact with and on behalf of admitted clients by telephone, email, fax, and mailed correspondence. PROVIDER shall provide telehealth policy to COUNTY for approval prior to delivering services via this medium.

#### **e. Service Hours/Days**

Hours of availability will be provided to the COUNTY on a monthly basis. Scheduling accommodations for the individual client's work and family commitments are made whenever possible.

#### **f. Length of Service**

A maximum of ten (10) sessions may be provided to any one individual under this contract. PROVIDER is responsible for contacting the COUNTY

prior to the start of the ninth (9th) session to request approval should more than ten (10) sessions be clinically indicated.

**g. Service Area**

Individuals from all of Dane County will be served.

**4. Transportation**

Transportation is not a covered service under this contract.

**5. Service Termination**

Services are terminated upon the client's successful completion of services, the authorized number of sessions has been completed, or if the client or client and therapist together determine that services should be otherwise terminated. Individuals in sustained need of more intensive services than can be provided in a typical outpatient setting shall be referred to the COUNTY for assistance connecting to a higher level of care. PROVIDER shall maintain a written policy clearly defining the terms under which services may be terminated. This policy shall be provided during the intake process to all individuals receiving services under this contract. PROVIDER shall inform COUNTY of any PROVIDER-initiated service terminations within two (2) business days.

**6. Clients to be Reported**

All clients receiving services shall be registered using the County Registration Form (600 Form), and may require submission of the Client Number Request form. All clients receiving services in program #XXXX are to be reported to the COUNTY on a monthly basis, via the Monthly Client Services Report – Mental Health (610 Form). Mental Health Episode Forms must also be completed at the beginning of an episode of service, and in six-month intervals thereafter.

**7. Units of Service**

One hour of face-to-face counseling represents one unit of service.

**8. Cooperation**

PROVIDER shall assist as requested by COUNTY in the administration of consumer surveys required by the COUNTY and/or State of Wisconsin as part of the reporting for the Mental Health National Outcome Measures (NOMS): CMHS Uniform Reporting System and the Mental Health Statistics Improvement Project (MHSIP).



PROVIDER shall comply with COUNTY on all “General Features for Behavioral Health System – 2023,” attached to the General Agreement as Exhibit 1.

## **9. Other Features And Requirements**

### **a. Program Certification**

PROVIDER shall maintain certification under State Outpatient Mental Health Clinic standards established by Administrative Rule DHS 35 for services provided, and State Community Substance Use Service standards established by Administrative Rule DHS 75, if applicable.

### **b. Adult Protective Services**

PROVIDER understands that the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.

- i. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
  - (a) PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
    - (1) The guardian's name, current address, phone number and e-mail address.
    - (2) A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
    - (3) A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
  - (b) Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.
  - (c) Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48 hours after the transfer provider notice of transfer to the Probate Office, the

- guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.
- (d) Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24 hours prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48 hours of the transfer.
  - (e) The PROVIDER, when requested, shall submit on a timely basis a complete, clear and signed Watts Annual Review Form.
  - (f) The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
  - (g) Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
  - (h) When requested, PROVIDER shall provide testimony in court hearings.
  - (i) To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.
- ii. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54 and 55.
  - iii. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.