



**MILWAUKEE COUNTY**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**DELINQUENCY & COURT SERVICES DIVISION**  
**BEHAVIORAL HEALTH DIVISION**

**YEAR 2012**  
**PROFESSIONAL SERVICE CONTRACTS GUIDELINES**  
**PROGRAM AND TECHNICAL REQUIREMENTS**

**Issued July 25, 2011**  
**Proposal due 4:30 PM CDT, September 6, 2011**

Ver. 7/22/11



DEPARTMENT OF HEALTH AND HUMAN SERVICES

# Milwaukee County

July, 2011

To: Firms, Individuals and other Interested Parties

The Milwaukee County Department of Health and Human Services (DHHS) invites firms, individuals and other interested parties to participate in the **Request for Proposal (RFP) process** for Professional Services Agreements by submitting applications for management, technical and accounting services under Professional Services Agreements in 2012. Please refer to the Program Requirements contained in the *Year 2012 Professional Services Agreement Guidelines* for a full description of professional services required. The Department welcomes new prospective vendors to participate in this RFP process.

Application materials (*Program and Technical Requirement Guidelines*) will only be available in electronic format. CD-ROMs may be picked up between 8:30 AM to 4:30 PM, beginning **Monday, July 25, 2011** at the Milwaukee County Marcia P. Coggs Human Services Center, Room B-26, 1220 West Vliet Street, Milwaukee WI 53205. Materials may also be downloaded from:  
[http://county.milwaukee.gov/DHHS\\_bids](http://county.milwaukee.gov/DHHS_bids)

Two (2) question and answer sessions (pre-Proposal conferences) will be held to discuss the application guidelines and to assist applicants in completing proposals. The meetings have been scheduled for the following times and locations:

**Wednesday, August 10, 2011**

**4:00 p.m.**

**Bay View Library**

2566 South Kinnickinnic Avenue  
Milwaukee, WI 53207

**Thursday, August 11, 2011**

**3:15 p.m.**

**Martin Luther King Library**

310 W. Locust Street  
Milwaukee, WI 53212

All applications for funding in response to this RFP must be received by the Department of Health and Human Services no later than 4:30 p.m. CDT on **Tuesday, September 6, 2011.**

No extensions will be granted for submission of proposals unless approved by the Director of the Department of Health and Human Services and the County Board Policy Committee.

**Applications may be mailed or delivered to:**

**Marcia P. Coggs Human Services Center  
Attention: Dennis Buesing  
Room B-26  
1220 West Vliet Street  
Milwaukee, WI 53205**

Following the application review process outlined in the *Professional Services Guidelines Program and Technical Requirements*, contract award recommendations may be presented for approval to the County Board Committee on Health and Human Needs, depending upon the amount of the contract award. The County Board of Supervisors may modify or reject the funding recommendations and the County Executive may veto, in part, or whole, the County Board's action.

To receive further information or assistance, please contact the following persons:

Information about the professional services:

Diane Gallegos, Behavioral Health Division, 257-7313  
Michelle Naples, Delinquency & Court Services, 257-5725

Technical Requirements (questions about application requirements):

Judy Roemer-Muniz, Management Services, (414) 289-6692  
Sumanish Kalia, Management Services, (414) 289-6757

Thank you for your interest in the Milwaukee County Department of Health and Human Services RFP process.

Sincerely,

Geri Lyday  
Interim Director  
Milwaukee County Department of Health and Human Services

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**Behavioral Health Division  
Delinquency & Court Services Division**

**SECTION 1**

**INTRODUCTION**

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## INTRODUCTION

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Welcome to the Year 2012 Professional Services Contract Request for Proposal (RFP) process. The technical requirements set forth in these guidelines apply to proposals submitted for funding programs under the Department of Health and Human Services (DHHS) Behavioral Health, and Delinquency & Court Services Divisions. The programs for bid are described in Section 5 of this booklet.

The Department of Health and Human Services' Request for Proposal (RFP) process begins with the mailing of an 'Interested Parties' letter to all current contractors and interested parties on the Department of Health and Human Services (DHHS) mailing list maintained by Contract Administration, and, the publication of media announcements in five community newspapers.

Applications will be accepted **only** for the programs described as accepting applications in Section 5 of this document. The APPLICATION FORMAT information is organized into SEVEN (7) separate sections, most of which contains items to be submitted in the application. Instructions and forms are included in each section; forms can also be found on the Contract Administration web page at:

[http://county.milwaukee.gov/DHHS\\_bids](http://county.milwaukee.gov/DHHS_bids)

Updates and revisions to this and other RFP related publications will occur through the application deadline, and can be viewed at:

<http://county.milwaukee.gov/Corrections22671.htm>

This site should be checked frequently, as it is the responsibility of the applicant to respond to all requirements as they appear in the posted revisions.

# **MANAGEMENT SERVICES**

## **SECTION 2**

### **RFP INFORMATION**

## SECTION 2, RFP INFORMATION

The Manager for this RFP is Dennis Buesing

**Address:**

Dennis Buesing, Contract Administrator  
Milwaukee County Department of Health and Human Services  
1220 W Vliet Street, Ste B-26  
Milwaukee, WI 53205  
Tel. 414-289-5853  
Fax. 414-289-5874  
Email: [dennis.buesing@milwcnty.com](mailto:dennis.buesing@milwcnty.com)

### INQUIRIES, QUESTIONS AND RFP ADDENDA

Proposers are expected to raise any questions they have concerning the RFP and appendices (if any) during this process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer must immediately notify the RFP Manager of such error and request modification or clarification of the RFP.

Proposers must submit their questions via email to [dhhsca@milwcnty.com](mailto:dhhsca@milwcnty.com)) on or before **August 5<sup>th</sup>, 2011**. **All questions must cite the appropriate RFP Section and Part number if applicable.** In addition, all questions should be submitted to [dennis.buesing@milwcnty.com](mailto:dennis.buesing@milwcnty.com) via email.

It is the intent of the County that these questions will be answered and posted on: [http://county.milwaukee.gov/DHHS\\_bids](http://county.milwaukee.gov/DHHS_bids) on or before **August 19, 2011**.

In the event that a Proposer attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than Dennis Buesing or other Persons mentioned as Contacts in the Interested Parties letter (refer to page i above) on any matter related to the proposal, the Proposer may be disqualified.

If a Proposer discovers an error (which includes ambiguity, mistake, conflict, discrepancy, omission or other deficiency) in this RFP which prejudices the Proposer's ability to respond definitively to the proposal request, or which might prejudice satisfactory performance under a Contract containing the RFP provision(s) in question, the Proposer must immediately notify Dennis Buesing in writing requesting modification or clarification of the proposal request.

No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website:

<http://county.milwaukee.gov/Corrections22671.htm>

**Proposers must check the website for posted addenda; they are encouraged to check daily.**

If, prior to the date fixed for the submission of bids/proposals, a Proposer fails to notify Purchaser of an error about which it knew or should have known, and if a Contract is awarded to the Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The provisions of the bid/proposal of the successful Proposer will become contractual obligations. Failure or refusal of the successful Proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

### **REASONABLE ACCOMMODATIONS**

The County will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities upon request. If the Proposer needs accommodations, please contact the RFP Manager.

### **ESTIMATED TIMETABLE FOR RFP**

The key RFP dates are outlined in the table below titled "RFP Schedule." In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed, it will do so by issuing an addendum to this RFP **which will be posted to Website at:**

**<http://county.milwaukee.gov/Corrections22671.htm>.**

Proposals are due by **4:30 PM CDT on September 6, 2011.**

#### **RFP Schedule**

<b>RFP Milestones</b>	<b>Completion Dates</b>
RFP issue date	July 25 <sup>th</sup> , 2011
Written question submission date	August 5 <sup>th</sup> , 2011
1st Question and Answer Session (Pre-bid Conference)	August 10 <sup>th</sup> , 2011; 4 PM
2nd Question and Answer Session (Pre-bid Conference)	August 11 <sup>th</sup> , 2011; 3:15 PM
Written Q&A posted to website	August 19 <sup>th</sup> , 2011
Written Proposals due	September 6 <sup>th</sup> , 2011; 4:30 PM CDT

## **SUBMITTING THE PROPOSAL**

All applications for funding **must be received** by the DHHS **no later than 4:30 p.m. CDT on Tuesday, September 6th, 2011**. Late proposals will be rejected. Applications for all DHHS divisions must be mailed or delivered to: Milwaukee County DHHS, Contract Administration, 1220 West Vliet Street, Suite B26, Milwaukee WI 53205.

All applications must be typed using the format and the forms presented in this booklet, the DHHS website, or the CD-ROM. All pages are to be numbered chronologically, with each requested item on a separate page. **WITH RARE EXCEPTION, ALL SUBMISSION REQUIREMENTS APPLY TO ALL PROGRAMS.** If there is any question about the applicability of a particular submission item, contact the Technical Requirements contact person affiliated with the Division with which you are applying. In cases in which an item is determined **not** to be applicable, include a separate page in the appropriate place indicating this is the case and with whom you spoke. If a separate page is **not** included with this information and the item is **not** submitted with the application, it will be considered an omission. Points will be deducted during the proposal scoring process for all omissions, and depending upon which items are missing, the entire application may be removed from consideration.

Proposers must submit **one original** plus **four** copies of the complete application on three-hole punched paper for each program for which funding is requested. **A list of programs up for competitive, panel review can be found in Section 5, Program Requirements.**

**The County reserves the right to amend or withdraw this RFP at any time without notice or penalty.** If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at:

**<http://county.milwaukee.gov/Corrections22671.htm>**

If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. Therefore, the **County encourages all Proposers to access the RFP on the County website daily** to ensure that Proposer is kept up-to-date on any and all changes to the RFP.

## **MODIFICATION OF PROPOSAL**

A Proposal is irrevocable until the Contract is awarded, unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal closing date and time.

To accomplish this, a written request must be signed by an authorized representative of the Proposer and submitted to the RFP Manager. If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another at any time up to the closing date and time.

### **INCURRING COSTS**

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process, including site visits for discussions, face-to-face interviews, presentations or negotiations of the Contract.

### **RENEWAL/DATES OF PERFORMANCE**

Selected Contractors shall begin work on January 1, 2012 and terminate December 31, 2012, unless the Contract is otherwise renewed or extended.

DHHS shall have the option of extending any contract for two additional one-year periods under the same, or modified, terms and conditions, and upon mutual consent of DHHS and the Contractor.

Obligations of DHHS shall cease immediately and without penalty or further payment being required, if in any fiscal year, DHHS, state, or federal funding sources fail to appropriate or otherwise make available adequate funds for any contract resulting from this RFP.

### **MISCELLANEOUS**

The Contractor shall agree that the Contract and RFP shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin and will be under Jurisdictions of Milwaukee Courts.

RFP Document: Applications submitted by an agency become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material submitted is placed in an agency master file that becomes part of the contract with the Milwaukee County Department of Health and Human Services (DHHS). Successful application material becomes public information and is subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the granting of contract awards and the full execution of a contract, the application is considered a "draft" and is not subject to the open records law except to appellant(s) to the award, subject to the proprietary information restriction as detailed below.

**Disadvantaged Business Enterprise Utilization** DHHS has set a goal of 17% participation of Disadvantaged Business Enterprises (DBEs) in all Professional Services

Contracts. Applicable Milwaukee County DBE forms included with this RFP in Section 6 must be completed, signed and submitted with each proposal. For more information, contact the Community Business Development Partners office at 278-5248.

**Please note: If you are certified as a DBE vendor, subcontracting with a DBE is not a requirement. Please include a copy of your certification with your application.**

#### **PROPRIETARY INFORMATION:**

Any restriction 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 State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for 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 Milwaukee County Department of Health and Human Services.

Any materials submitted by the applicant in response to this Request for Proposal 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 record law, must be identified on the Designation of Confidential and Proprietary Information form. (Attachment #A) Confidential information must be labeled as such. Costs (pricing) always becomes public information when proposals are opened, and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the proposal submitted.

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to the 2012 Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are open, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative \_\_\_\_\_  
Type or Print

Date \_\_\_\_\_

**MANAGEMENT SERVICES**

**SECTION 3**

**PROPOSAL SELECTION AND AWARD PROCESS**

### 3. PROPOSAL SELECTION AND AWARD PROCESS

#### 3.1 PROPOSAL SCORING AND SELECTION PROCESS

All proposals will first be reviewed by the RFP Manager and/or his representative to determine if 1) all “Technical Requirements” have been met; 2) the Proposals contain the required forms properly completed; and 3) submittal requirements are met. Failure to submit specified forms and follow submittal requirements may result in the proposal being rejected. **Failure to meet “Technical Requirements” or any terms and conditions can result in the Proposal being rejected.** In the event that none of the Proposals meet one or more of the specified requirements, the County reserves the right to continue the evaluation of Proposals and to select the proposals that most closely meet the requirements specified in this RFP.

Proposals that do not comply with instructions or are unable to comply with specifications contained in this Request for Proposal may be rejected by Milwaukee County. Milwaukee County may request reports on an applicant’s financial stability, which may be substantiated by a least three years of practice as a firm or business, and if financial stability is not substantiated, Milwaukee County may reject an applicant’s proposal. Milwaukee County retains the right to accept or reject any or all Requests for proposals, or accepts or rejects any part of a proposal deemed to be in the best interest of Milwaukee County. Milwaukee County shall be the sole judge as to compliance with the instructions contained in this Request for Proposal.

#### **REQUEST FOR PROPOSAL EVALUATION:**

Accepted proposals will be evaluated by the respective Milwaukee County Health and Human Services Division(s). A panel of county staff will be composed to verify that the proposals meet all specified requirements. This verification may include requesting reports on the applicant’s financial stability, conducting demonstrations of applicant’s proposed products and services, and reviewing results of past awards to the applicant by Milwaukee County or other purchasers. Accepted proposals will be reviewed by an Evaluation Panel and scored against the stated criteria. **A Proposer may not contact any member of the review Committee except at the RFP Manager’s direction.** A Proposer’s unauthorized contact of a panel member shall be grounds for immediate disqualification of the Proposer’s proposal. The panel may review and contact references, obtain other third party reports, and use the results in scoring the proposals. However, the County reserves the right to make a final selection based solely upon evaluation of the written proposals should it find it to be in its best interest to do so.

Proposals are evaluated against the evaluation criteria listed in Section 4.3. Evaluators’ scores are presented to division administrator(s), who may, or may not recommend the highest scoring proposal(s) to the Standing Committee on Health and Human Needs. The Milwaukee County Board of Supervisors may modify or reject the department’s recommendations and ask for reevaluation of proposal(s), or require a reissuance of the RFP for the program(s) being recommended. The County Executive may veto, in part or in whole, the County Board’s action.

The Evaluation Panel will be the sole determiner of the evaluation points to be assigned. The determination whether any proposal by a Proposer does or does not

conform to the conditions and specifications of this RFP is the responsibility of the RFP Manager.

The Review Panel has the right to rely on any narrative, supporting materials or clarifications provided by the Proposer. The Review Panel may conduct face-to-face interviews with Proposers or ask for oral presentations to supplement written proposal, if it will assist evaluation procedure. Such determination for oral presentation can be made after initial review and ranking of the proposals based on the criteria outlined in the RFP. However, the County is not required to interview Proposers and reserves the right to make a final selection based solely upon evaluation of the written proposals should it find it to be in its best interest to do so.

**The Proposer is responsible for any proposal inaccuracies, including errors in the Proposer's Cost Proposal and any best and final offer (if applicable).** The County reserves the right to reject proposals that contain errors or, at its sole discretion, waive disqualifying errors or gain clarification from a Proposer, in the event that it is in the best interest of the County to do so.

The County reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

### **3.2 EVALUATION CRITERIA**

Proposals submitted in response to this RFP will be evaluated per process and criteria detailed in Part 3 of the Technical Requirements (Section 4). If program-specific evaluation criteria are included in Program Requirements (Section 5), those specific criteria will apply.

### **3.3 RIGHT TO REJECT PROPOSALS**

**The County reserves the right to reject any and all proposals.** This RFP does not commit the County to award a contract, or contracts.

### **3.4 NOTICE OF INTENT TO AWARD**

All Proposers who respond to this RFP will be notified in writing of the County's intent to award a contract(s) as a result of this RFP. **A "Notification of Intent to Award" a contract does not constitute an actual award of a contract, nor does it confer any contractual rights or rights to enter into a contract with the County.**

After Notification of the Intent to Award is made, copies of all proposals will be made available for other Proposer's inspection subject to proprietary information exclusion mentioned in Section 2. Any such inspection will be conducted under the supervision of County staff. Copies of proposals will be made available for inspection for five working days from the date of issuance of "Notice of Intent to Award" between 8:30 a.m. to 4:30 p.m. at:

Milwaukee County Department of Health and Human Services  
Contract Administration  
1220 W Vliet Street, Suite B-26  
Milwaukee, WI 53205

Proposers should schedule inspection reviews with Cleo Stewart, at 414-289 5980 to ensure that space is available for the review.

### **3.6 PROTEST AND APPEALS PROCESS**

Only unsuccessful proposer(s) are allowed to file an appeal. On demand by such appellant(s), DHHS may provide the summary score(s) of evaluation panel, but in no case will the names of panel members be revealed. "Notice(s) of Intent to Protest," and Protest(s), must be made in writing. The protest must be as specific as possible and should identify deviations from published criteria or Milwaukee County Code of General Ordinances, Milwaukee County Board Resolutions, rules or other procedures that are alleged to have been violated.

The written "Notice of Intent to Protest" must be filed with:

Dennis Buesing, Contract Administrator  
Milwaukee County  
Department of Health and Human Services  
1220 W. Vliet Street, Suite B-26  
Milwaukee, WI 53202

and received in his office no later than five (5) working days after the "Notices of Intent to Award" are issued. No protest can be filed unless a "Notice of Intent to Protest" is filed per the above timeline. Late filing of such "Notice of Intent to Protest" will invalidate the protest.

The actual written Protest(s) should be filed with Geri Lyday, Interim Director, Department of Health and Human Services, 1220 W. Vliet St. Suite 301, Milwaukee, WI 53205, and received in her office no later than five (5) working days from the date of receipt by the department of a valid "Notice of Intent to Protest." Late filing of the Protest will invalidate the protest

The decision of the DHHS Director will be binding. A proposer may challenge the decision of the Director, per the process in Section 110 of the Milwaukee County Code of General Ordinances. DHHS may proceed to contract with the Proposer(s) selected even if an appeal is still pending if it is in the best interest of Milwaukee County to do so.

### **3.6 Time period for retention of unsuccessful proposals and scoring**

DHHS will destroy all unsuccessful proposals after the period of appeal has passed and if no appeal is pending at that time. The detailed and summary proposal review scoring sheets will be retained per Milwaukee County retention policy.

**MANAGEMENT SERVICES**

**SECTION 4**

**TECHNICAL REQUIREMENTS**

## **SECTION 4. TECHNICAL REQUIREMENTS**

These Requirements are for submitting a proposal to the Department of Health and Human Services (DHHS). The DHHS reserves the right to add terms and conditions to the RFP as necessary.

This section contains Mandatory Requirements that the successful Proposer(s) are required to provide or agree to at NO cost to DHHS. Proposers who cannot, or will not, meet all of these requirements may be disqualified on the grounds of noncompliance.

### **ACCEPTANCE-REJECTION**

Milwaukee County reserves the right to accept or reject any or all Proposals, or to waive any requirement(s), as deemed to be in the best interests of Milwaukee County.

### **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By signing and submitting a bid/proposal, the Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to award, directly or indirectly, to any other Proposer or to any competitor; and

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

### **DEVIATIONS AND EXCEPTIONS**

Submission of a proposal by Proposer shall be deemed as certification of compliance with all terms and conditions outlined in the RFP unless clearly stated otherwise on an attached "Statement of Deviations and Exceptions". The DHHS reserves the right to reject or waive disclosed deviations and exceptions.

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully and attached to the Cover Letter (*Item 1*). In the absence of such statement, the Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Proposers shall be held liable.

## **SECTION 4, PART 1**

### **TECHNICAL REQUIREMENTS**

#### **AGENCY APPLICATION INSTRUCTIONS and FORMS**

## APPLICATION CONTENTS – I. INITIAL SUBMISSION

This content summary sheet must be attached immediately after the cover letter.

<u>Technical Requirements</u>		<u>Application</u>	
<u>Item #</u>		<u>Check Each Item Included</u>	<u>Page # of Application</u>

### INTRODUCTION

1	Cover Letter		
2	Application Summary Sheet		

### SECTION 2, RFP INFORMATION – NO SUBMISSIONS REQUIRED

### SECTION 3, PROPOSAL SELECTION AND AWARD PROCESS – NO SUBMISSIONS REQUIRED

### SECTION 4, PART 1 – AGENCY APPLICATION – To be completed for ALL proposals:

	Application Contents		
3	Authorization To File		
5	Board of Directors, Owners, Stockholders Demographic Summary		
6	Ownership, Independence and Governance		
7	Agency Owners/Stockholders/Officers		
10	Licenses and Certificates		
11	Indemnity, Data And Information, and HIPAA Compliance Statement		
13a	Related Party Disclosure		
13b	Employee Hours-Related Organization Disclosure (Form 2C)		
14	Conflict Of Interest & Prohibited Practices Certification		
15	Equal Employment Opportunity Certificate		
16	Equal Opportunity Policy		
	Audit Hotline Flyer (for posting)		
17	Certification Statement Regarding Debarment And Suspension		
18	Additional Disclosures		
19	Certification Regarding Compliance With Background Checks - Caregiver		
20	Cultural Diversity and Cultural Competence		
21	Civil Rights Compliance Plan		
22	Emergency Management Plan		

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**SECTION 4, PART 2 – PROGRAM APPLICATION**

26	Agency Employee Hours and Salaries (Forms 2)		
27	Employee Demographics Summary (Form 2B)		
30	Contract Organizational Chart for Proposed Service		

**SECTION 4, PART 3 – OVERVIEW OF PROPOSAL REVIEW PROCESS – To be completed for ALL proposals. Proposals should specifically address points being evaluated.**

31a	Principal Service Providers' names & credentials		
31b	Principal Service Providers' resumes		
32	Principal Service Providers' experience		
33	Time Schedule and Fee for Services		

**SECTION 5 – PROGRAM REQUIREMENTS – SUBMIT NARRATIVE/ADDITIONAL FORMS AS REQUIRED**

**SECTION 6 – DISADVANTAGED BUSINESS UTILIZATION - SUBMIT FORMS AS REQUIRED**

**SECTION 7 – APPENDICES**

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Agency attests that all items and documents checked are complete and included in the application packet.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

**SAMPLE COVER LETTER**

*ITEM #1*

(ON VENDOR LETTERHEAD)

DATE:

Ms. Geri Lyday, Interim Director  
Milwaukee County Department of Health and Human Services  
1220 West Vliet Street, Suite 301R  
Milwaukee, WI 53205

Dear Ms. Lyday:

I am familiar with the *"Year 2012 Professional Services Contracts Program Guidelines and Technical Requirements"* set forth by the Milwaukee County Department of Health and Human Services and am submitting the attached proposal that, to the best of my knowledge, is a true and complete representation of the requested materials.

Sincerely,

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Agency \_\_\_\_\_

**YEAR 2012 APPLICATION SUMMARY SHEET**

Item 2

Agency \_\_\_\_\_ Agency Director \_\_\_\_\_

Name of parent company and/or affiliated enterprises if agency is a subsidiary and/or affiliate of another business entity \_\_\_\_\_

Address \_\_\_\_\_  
(Street) (City) (State) (Zip)

Contact Person \_\_\_\_\_

Telephone# \_\_\_\_\_ Email \_\_\_\_\_

Agency Fiscal Period \_\_\_\_\_ Federal ID Number \_\_\_\_\_  
(Mo/Day/Year-Mo/Day/Year)

Please complete the following information for each 2012 program proposed in your application. Program name, and if applicable, a program number must be assigned to each program. This application must include programs from only one division. In order to apply for programs from more than one division, a separate, complete application must be submitted for each division.

Division: BHD  DCSD

(REFER TO TABLE OF CONTENTS IN PROGRAM REQUIREMENTS FOR PROGRAM NUMBER & NAME)

**A. Program Number:** \_\_\_\_\_ **Program Name:** \_\_\_\_\_  
Continuation \_\_\_\_\_ Expansion \_\_\_\_\_ New \_\_\_\_\_  
2011 Funding: \_\_\_\_\_ 2012 Request: \_\_\_\_\_  
Site(s):  
(1) \_\_\_\_\_ (3) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_

**B. Program Number:** \_\_\_\_\_ **Program Name:** \_\_\_\_\_  
Continuation \_\_\_\_\_ Expansion \_\_\_\_\_ New \_\_\_\_\_  
2011 Funding: \_\_\_\_\_ 2012 Request: \_\_\_\_\_  
Site(s):  
(1) \_\_\_\_\_ (3) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_

**C. Program Number:** \_\_\_\_\_ **Program Name:** \_\_\_\_\_  
Continuation \_\_\_\_\_ Expansion \_\_\_\_\_ New \_\_\_\_\_  
2011 Funding: \_\_\_\_\_ 2012 Request: \_\_\_\_\_  
Site(s):  
(1) \_\_\_\_\_ (3) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_

**YEAR 2012 AUTHORIZATION TO FILE RESOLUTION**  
**(Applicable for Non-Profit and For-Profit Corporations Only)**

Item 3

This is to certify that at the \_\_\_\_\_ (Date) meeting of the Board of Directors of \_\_\_\_\_ (Agency Name), the following resolution was introduced by \_\_\_\_\_ (Board Member's Name), and seconded by: \_\_\_\_\_ (Board Member's Name), and unanimously approved by the Board:

BE IT RESOLVED, that the Board of Directors of \_\_\_\_\_ (Agency Name) hereby authorizes the filing of an application for the Year 2012 Milwaukee County Department of Health and Human Services (DHHS) funding.

In connection therewith,

\_\_\_\_\_ (Name and Title)

and \_\_\_\_\_ (Optional Name(s) and Title) is (are) authorized to negotiate with Milwaukee County DHHS staff.

In accordance with the Bylaws (Article \_\_\_\_\_, Section \_\_\_\_\_) of \_\_\_\_\_ (Agency Name),

\_\_\_\_\_ (Name and Title)

and \_\_\_\_\_ (Optional Name(s) and Title) is (are)

authorized to sign the Year 2012 Professional Services Contract.

Name: \_\_\_\_\_  
(Signature of the Secretary of the Board of Directors)

Printed Name: \_\_\_\_\_

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

**YEAR 2012 BOARD OF DIRECTORS/AGENCY OWNERS/STOCKHOLDERS  
DEMOGRAPHICS SUMMARY**

ITEM # 5

Ethnicity	Female	Male	Handicapped
Asian or Pacific Islander			
Black			
Hispanic			
American Indian or Alaskan Native			
White			
Totals			

A "handicapped individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities (e.g. caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working);
2. Has a record of such impairment, or;
3. Is regarded as having such impairment.

Ethnicity is defined as:

1. Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
2. Black: All persons having origins in any of the Black racial groups of Africa.
3. Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain, or other European countries).
4. American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
5. White: All persons who are not Asian or Pacific Islander, Black, Hispanic, American Indian or Alaskan Native.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_



**YEAR 2012 AGENCY OWNERS/STOCKHOLDERS/OFFICERS**

ITEM # 7

(applicable to all organizations)

Please list each agency owner, stockholder, officer, LLC manager, Partner, and/or LLC member, and indicate the office title and total compensation. In addition, for For-profit organizations also provide the percentage of ownership interest, amount of prior year's distributions or dividends from the agency during the prior year. Please note that only those stockholders holding twenty percent or greater interest must be listed. *This Item applies to both For-profit and Non-profit agencies.*

Name	Stockholder/Owner/LLC Member / Partner® Officer/LLC Manager Status	Office Title	% Ownership	Amount of Distributions/ Dividends (\$)	Total Compensation (\$)*
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				
	<input type="checkbox"/> Stockholder/Owner/LLC Member/ Partner (for profit only) <input type="checkbox"/> Officer/LLC Manager (for profit only) <input type="checkbox"/> Officer (non profit only)				

\*Total Compensation should reflect amount reported on IRS Form W-2 and 1099.

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

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

\_\_\_\_\_

**Licenses and Certifications –**

Submit a copy of each license or certification required to provide the service for which you are requesting funds and copies of any notices of noncompliance or restrictions.

**YEAR 2012 INDEMNITY, DATA & INFORMATION  
SYSTEMS COMPLIANCE, HIPAA**

**Indemnity/Insurance**

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

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

**Provision for Data and Information Systems Compliance**

Contractor shall utilize computer applications in compliance with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications.

**Health Insurance Portability and Accountability Act**

The contractor 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 contractor provides or purchases with funds provided under this contract.

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_

Agency \_\_\_\_\_

## INSURANCE

ITEM #12

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability (**which includes board, staff, and volunteers**), Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency vehicles (owned, non-owned, and/or hired). **If any employees or other service providers of the Contractor will use their personal vehicles for any purpose related to the provision of services under this proposal, those employees or other service providers shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Contractor.**

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

<b>TYPE OF COVERAGE</b>	<b>MINIMUM LIMITS</b>
<b><u>Wisconsin Workers' Compensation</u></b>	Statutory or Proof of all States Coverage
<b><u>Employer's Liability</u></b>	\$100,000/\$500,000/\$100,000
<b><u>Commercial General and/or Business Owner's Liability</u></b>	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence
	\$1,000,000 - General Aggregate
<b><u>Automobile Liability</u></b>	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos - Owned, Non-Owned and/or Hired	
Uninsured Motorists	Per Wisconsin Requirements

**Professional Liability**

To include Certified/Licensed Mental Health and AODA Clinics and Providers and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate  As required by State Statute Wisconsin Patient Compensation Fund Statute
Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State of Wisconsin (indicate if Claims Made or Occurrence)	\$1,000,000 Per Occurr./ Claim \$3,000,000 Annual Aggregate
Other Licensed Professionals	\$1,000,000 Per Occurrence \$2,000,000 Annual aggregate or Statutory limits whichever is higher

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Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation, or a non-renewal disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with “additional insured” endorsement are:

1. Transport companies insured through the State “Assigned Risk Business” (ARB).
2. Professional Liability where additional insured is not allowed.

Contractor shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Contract Administrator named as the “Certificate Holder”) shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Provider’s responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

**CERTIFICATE HOLDER**

Milwaukee County Department of Health and Human Services  
Contract Administrator  
1220 W. Vliet Street, Suite B-26  
Milwaukee, WI 53205

If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage* is Claims-Made and indicate the Retroactive Date, Provider shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Provider.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements. All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Purchaser, if requested, to obtain approval of insurance requirements.

Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager  
Milwaukee County Courthouse – Room 302  
901 North Ninth Street  
Milwaukee, WI 53233

**YEAR 2012 RELATED PARTY DISCLOSURES**

Item 13a

**Milwaukee County Employee**

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 2009, 2010 and 2011 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2009 Wages	2010 Wages	2011 Wages

**No employment relationship with current or former Milwaukee County employees (within 3 years) exists.**

**Related Party Relationships**

The agency rents from or contracts with a person who has ownership or employment interest in the agency; serves on the Board of Directors; or is a member of the immediate family of an owner, officer, employee, or board member?  Yes  No

**If such a relationship exists, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.**

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, owner, officer, or member of the immediate family of any board member, stockholder, owner or officer, holds interest in firms or serves on the board from which materials or services are purchased by the agency, its subsidiaries, or affiliates. "Immediate family" means an individual's spouse or an individual's relative by marriage, lineal descent, or adoption who receives, directly or indirectly, more than one-half of his/her support directly from the individual or from whom the individual receives, directly or indirectly, more than one-half of his/her support.

Name	Relationship	% or Estimated Income

**FORM 2C - YEAR 2012 EMPLOYEE HOURS - RELATED ORGANIZATION  
DISCLOSURE** *ITEM # 13b*

For each employee of your agency who works for more than one related organization which may or may not be under contract to Milwaukee County, the total number of weekly hours scheduled for each affiliated corporate or business enterprise must be accounted for by program/activity.

“Related Organization” is defined as an organization with a board, management, and/or ownership which is (are) shared with the applicant organization.

Employee Name	Related Organization/ Employer	Program/Activity	Total Weekly Hours

Please check the statement below, sign and date the form if the above condition does not exist.

\_\_\_\_\_ No employee of the agency works for more than one related organization that may or may not be under contract to Milwaukee County.

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

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

**Interest in Contract**

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

**Interest of Other Public Officials**

No member or the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

**Prohibited Practices**

Contractor attests that it is familiar with Milwaukee County’s Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, “No person may offer to give any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer’s or employee’s vote, official action, or judgment would be influenced thereby.”

Said chapter further states, “No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.”

Where Agency intends to meet its obligations under this or any part of this Request For Proposal through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this Request For Proposal.

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

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

**YEAR 2012 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE  
FOR MILWAUKEE COUNTY CONTRACTS**

Item 15

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify),(Henceforth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

**Non-Discrimination**

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

**Affirmative Action Program**

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the vendor's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his responsibility to show that he has met all such requirements.

**Non-Segregated Facilities**

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

**Subcontractors**

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

**Reporting Requirement**

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

**Affirmative Action Plan**

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

If a current plan has been filed, indicate where filed \_\_\_\_\_ and the year(s) covered \_\_\_\_\_.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

**Employees**

VENDOR certifies that it has (No. of Employees) \_\_\_\_\_ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) \_\_\_\_\_ employees in total.

**Compliance**

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by: Firm Name \_\_\_\_\_

By \_\_\_\_\_ Address \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_ City/State/Zip \_\_\_\_\_

\_\_\_\_\_ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

**EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS**

It is the official policy of \_\_\_\_\_ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

\_\_\_\_\_ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

**SERVICE DELIVERY - CIVIL RIGHTS**

It is the official policy of \_\_\_\_\_ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. \_\_\_\_\_ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of \_\_\_\_\_ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, \_\_\_\_\_ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. \_\_\_\_\_. Ms./Mr. \_\_\_\_\_ may be reached during week days at \_\_\_\_\_.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

\_\_\_\_\_  
(Director or Chief Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**This Policy Statement shall be posted in a conspicuous location.**

**Department of Audit Hotline**

Milwaukee County has set up the Department of Audit Hotline to be the primary conduit for concerned employees, citizens, and contractors to communicate allegations of fraud, waste and abuse involving County government. Milwaukee County’s resolution states, in part,

“all department heads and administrators of Milwaukee County are hereby directed to provide information regarding Milwaukee County Department of Audit Fraud Hotline to all professional service and construction contractors when they commence work for Milwaukee County and, further, that instructions and bulletins shall be provided to said contractors that they post this information in a location where their employees will have access to it and provide said information to any and all subcontractors that they may retain; and

...Milwaukee County funded construction and work sites shall also have posted the bulletin that the Department of Audit has developed which provides the Fraud Hotline number and other information and the Department of Public Works shall inform contractors of this requirement”

A Hotline bulletin is attached. Please distribute the revised bulletin to contractors as contracts are let or renewed and also post it prominently at all County employee work locations associated with your organization (See flyer under Appendices).

**Certified** that, the copies of Audit Hotline poster have been posted at the prominent locations within our organization.

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

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

**CERTIFICATION STATEMENT**

**DEBARMENT AND SUSPENSION**

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

## ADDITIONAL DISCLOSURES

ITEM # 18

1. Has your organization or any representative, owner, partner or officer ever failed to perform work awarded or had a contract terminated for failure to perform or for providing unsatisfactory service?

Yes  No If yes, on a separate page please provide a detailed explanation.

2. Within the past five (5) years, has your organization or any representative, owner, partner or officer (collectively "your Company") ever been a party to any court or administrative proceedings or disciplinary action, where the violation of any local, state or federal statute, ordinance, rules, regulation, or serious violation of company work rules by your Company was alleged?

Yes  No If yes, on a separate page, please provide a detailed explanation outlining the following:

- Date of citation or violation
- Description of violation
- Parties involved
- Current status of citation

3. Within the past 5 years has your organization had any reported findings on an annual independent audit?

Yes  No If yes, on a separate page please provide a detailed explanation.

4. Within the past 5 years, has your organization been required to submit a corrective action plan by virtue of review or audit by independent auditor, or any governmental agency or purchaser of services?

Yes  No If yes, on a separate page please provide a detailed explanation including if the corrective action has been accepted by the purchasing agency and completely implemented? If not, please explain remaining action required by purchasing agency.

5. Have you, any principals, owners, partners, shareholders, directors, members or officers of your business entity ever been convicted of, or pleaded guilty, or no contest to, a felony, serious or gross misdemeanor, or any crime or municipal violation, involving dishonesty, assault, sexual misconduct or abuse, or abuse of controlled substances or alcohol, or are charges pending against you or any of the above persons for any such crimes by information, indictment or otherwise?

Yes  No If yes, on a separate page, please provide a detailed explanation.

**ADDITIONAL DISCLOSURES CERTIFICATION**

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

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

**CERTIFICATION STATEMENT**

**RESOLUTION REGARDING CAREGIVER AND CRIMINAL BACKGROUND CHECKS**

(Applies to all agencies with employees who meet the definition of "caregiver", per definition below)

Contract agencies and agencies with which the DHHS has reimbursable agreements shall certify, by written statement, that they will comply with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and DHS 12 and DHS13, Wis. Admin. Code *State of Wisconsin Caregiver Program* (all are online at <http://www.legis.state.wi.us/rsb/code.htm>). Agencies under contract shall conduct background checks at their own expense.

**DEFINITION: EMPLOYEES AS CAREGIVERS (Wisconsin Caregiver Program Manual, <http://dhfs.wisconsin.gov/caregiver/pdffiles/Chap2-CaregiverBC.pdf>)**

A caregiver is a person who meets all of the following:

- is employed by or under contract with an entity;
- has regular, direct contact with the entity's clients or the personal property of the clients; and
- is under the entity's control.

This includes employees who provide direct care and may also include housekeeping, maintenance, dietary and administrative staff, if those persons are under the entity's control and have regular, direct contact with clients served by the entity.

This is to certify that \_\_\_\_\_  
(Name of Agency/Organization)

is in compliance with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and DHS 12 and DHS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program*

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

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

**Cultural Diversity and Cultural Competence :** Milwaukee County Department of Health and Human Services (DHHS) is committed to the goal of cultural diversity and cultural competence in the workplace. DHHS considers the composition of ethnic/racial and gender makeup a high priority as it relates to board membership and staff positions of agencies and organizations receiving contract awards for the provision of human services.

Board members and staff must be able to serve a culturally diverse population in a manner that reflects culturally competent decision making and service delivery.

For the purposes of this application, the definitions of cultural diversity and cultural competence are:

**Cultural Diversity** – The presence of individuals and groups from different cultures. Cultural diversity in the workplace refers to the degree to which an organization, agency or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values, and racial and ethnic identity.

**Cultural Competence** - A set of congruent behaviors, attitudes, practices and policies formed within a system, within an agency, and among professionals to enable the system, agency and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include valuing diversity, understanding the dynamics of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity.

**CULTURAL COMPETENCE**

Describe your proposed strategy for developing and maintaining Cultural Competence. Please provide specific examples of existing and/or proposed policies, procedures, and other practices promoting Cultural Competence. Identify specific actions taken by your agency during the previous year, if any, geared toward increasing Board and/or Staff diversity.

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

Printed Name: \_\_\_\_\_

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

Agency: \_\_\_\_\_

**Civil Rights Compliance Plan** - Consistent with the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development and the Department of Health and Family Services, all applicants who are awarded contracts must complete and submit a Civil Rights Compliance Plan (CRCP), within 120 days of effective date of contract. The effective date of contracts, unless indicated otherwise, will be January 1<sup>st</sup>, 2012, making CRCPs due no later than 4:30 p.m. on April 30<sup>th</sup>, 2012. This is mandatory for all agencies that meet the criteria listed below. If Contractor has submitted the CRCP to the State as well, the State letter indicating approval of the Plan should be included in the Milwaukee County submission, and will be accepted in lieu of the CRCP plan itself.

**Entire Civil Rights Compliance Plan**

- **Agency has 25 employees AND**
- **Agency has \$25,000 of combined revenues from Purchase of Service Contracts and/or Fee For Service Agreement and/or Professional Services Agreements**

Affirmative Action Plan	Exemption from Submitting Affirmative Action Plan (DOA 3024)	Equal Opportunity Policy	LEP Policy Statement	Discrimination Compliant Forms & Process	DOA Forms (Only if contracting directly with the State)
✓	✓ Applicable if agency has achieved balanced workforce, or has undergone an audit of its Affirmative Action Program within the last year. (Follow additional documentation guidelines set forth in DOA 3024.)	✓	✓	✓	✓ DOA Forms 3067 – Notice to Vendor Filing Information 3023 – Vendor’s Sub-contractor’s List

**Letter of Assurance (must conform with format on State website listed below)**

- **Agency has less than 25 employees OR**
- Does not have combined revenue of \$25,000 from Milwaukee County Purchase Of Service Contracts, Professional Services Agreements, or Fee for Service Agreement

Letter of Assurance	CRCP Cover Title Page	Request for Exemption from Submitting Affirmative Action Plan (DOA 3024)
✓	✓	✓

Completion forms, instructions, sample policies and plans are posted on the State website at:

<http://dhs.wisconsin.gov/civilrights/>

## EMERGENCY MANAGEMENT PLAN

In order for Agencies under contract with DHHS to be prepared for a natural or man-made disaster, or any other internal or external hazard that threatens clients, staff, and/or visitor life and safety, and in order to comply with federal and state requirements, Agencies shall have a written Emergency Management Plan (EMP). All employees shall be oriented to the plan and trained to perform assigned tasks. **Submit an Emergency Management Plan that identifies the steps Proposer has taken or will be taking to prepare for an emergency and address, at a minimum, the following areas and issues:**

1. Agency's order of succession and emergency communications plan, including who at the facility/organization will be in authority to make the decision to execute the plan to evacuate or shelter in place and what will be the chain of command;
2. Develop a continuity of operations business plan using an all-hazards approach (e.g., floods, tornadoes, blizzards, fire, electrical blackout, bioterrorism, pandemic influenza or other natural or man-made disasters) that could potentially affect current operations or site directly and indirectly within a particular area or location;
3. Identify services deemed "essential", and any other services that will remain operational during an emergency (**Note, Agencies who offer case management, residential, or personal care for individuals with medical, cognitive, emotional or mental health needs, or to individuals with physical or developmental disabilities are deemed to be providers of essential services**);
4. Identify and communicate procedures for orderly evacuation or other response approved by local emergency management agency during a fire emergency;
5. Plan a response to serious illness, including pandemic, or accidents;
6. Prepare for and respond to severe weather including tornado and flooding;
7. Plan a route to dry land when a facility or site is located in a flood plain;
8. For residential facilities, identify the location of an Alternate Care Site for Residents/Clients (Note, this should include a minimum of two alternate facilities, with the second being at least 50 miles from the current facility);
9. Identify a means, other than public transportation, of transporting residents to the Alternate Care location (Note, for Alternate Care Sites and transportation, a surge capability assessment and Memorandum of Understanding (MOU) with Alternate Care Site and alternative transportation provider should be included in the development of the emergency plan);
10. Identify the role(s) of staff during an emergency, including critical personnel, key functions and staffing schedules (**Note, in the case of Personal Care Workers, staff should be prepared to accompany the Client to the Alternate Care Site,**

**or local emergency management identified Emergency Shelter**). Provide a description of your agency's proposed strategy for handling fluctuations in staffing needs. Examples may include, but are not limited to: referral networks, flexible staffing, on-call staff, or "pool" workers, and other strategies to expand or reduce physical or staff capacity due to crisis, variations in client volume, or other staffing emergencies:

11. Identify how meals will be provided to Residents/Clients at an Alternate Care Site. In addition, a surge capacity assessment should include whether the Agency, as part of its emergency planning, anticipates the need to make housing and sustenance provisions for the staff and/or the family of staff;
12. Identify how Agencies who offer case management, residential care, or personal care for individuals with substantial cognitive, medical, or physical needs shall assist Clients to individually prepare for an emergency and obtain essential services during an emergency, including developing a Care Plan that includes an emergency plan on an individual level.
13. Ensure that current assessment and treatment plan for each Resident/Client with specific information about the characteristics and needs of the individuals for whom care is provided is available in an emergency and accompanies the Resident/Client to the Alternate Care Site. This should include: Resident identification, diagnosis, acuity level, current drugs/prescriptions, special medical equipment, diet regimens and name and contact of next of Kin/responsible person/POA.
14. Identify staff responsible for ensuring availability of prescriptions/medical equipment and Client information at Alternate Care Site;
15. Communicate and Collaborate with local emergency management agencies to ensure the development of an effective emergency plan (typically the fire chief, or his/her designee); and
16. Collaborate with Suppliers and Personal Services Providers.

**Describe, in detail, formal and informal agreements (such as Memoranda of Agreement) which support elements of your plan, as well as any specific examples of tests, drills, or actual implementation of any parts of your plan. Agencies shall have agreements or MOUs with other agencies or operators of Alternate Care Sites and assess the availability of volunteer staff for such emergencies.**

Proposers can find resources for EMPs including sample plans, Mutual Aid Agreement and templates at the following websites:

[http://dhs.wi.gov/rl\\_dsl/Providers/SamplEmergPlans.htm](http://dhs.wi.gov/rl_dsl/Providers/SamplEmergPlans.htm)

[http://dhfs.wisconsin.gov/rl\\_DSL/Providers/EvacSheltTemplate.pdf](http://dhfs.wisconsin.gov/rl_DSL/Providers/EvacSheltTemplate.pdf)

<http://dhs.wisconsin.gov/preparedness/emergencyplans.htm>

[http://dhs.wisconsin.gov/rl\\_DSL/EmergencyPreparedness/EmPrepIndex.htm](http://dhs.wisconsin.gov/rl_DSL/EmergencyPreparedness/EmPrepIndex.htm)

If Proposer serves persons with special needs receiving in-home care, or care in a supportive apartment, it should have the Client, the caregiver or someone upon whom the Client relies for personal assistance or safety complete the below referenced "DISASTER PREPAREDNESS CHECKLIST FOR INDIVIDUALS WITH SPECIAL NEEDS".

<http://www.dhs.wisconsin.gov/preparedness/resources.htm>

## **SECTION 4, PART 2**

### **TECHNICAL REQUIREMENTS**

#### **PROGRAM APPLICATION**

#### **INSTRUCTIONS and FORMS**

## COMPLETE PART 2 FOR EACH PROGRAM

A separate PART 2, PROGRAM APPLICATION, must be completed **for each program/contract** for which an agency is requesting funds. Agencies are required to submit a separate program design section for each program.



## **FORM 2 – INSTRUCTIONS FOR MANUAL COMPLETION OF FORMS**

### **Column 1 - Position Title**

Enter the title of each position with any portion of its time directly allocated to the Behavioral Health or Delinquency and Court Services program you are applying for. **There should be one entry per employee.**

If a position is vacant, list the title of the position and "vacant" under it.

### **Column 2 – Code**

01	Executive Salaries
02	Professional Salaries
03	Clerical Staff Salaries
04	Technical Salaries
05	Maintenance Employee's Wages
06	Temporary Clerical Help
07	Student Stipends
08	Other Staff Salaries (Unclassified)

If an employee is included in more than one sub-account, use the primary sub-account code.)

### **Column 3 - Ethnic/Race and Gender Codes**

In column 3 enter the code representing the race or ethnicity of the employee.

#### Ethnic/Race Codes:

A: Asian or Pacific Islander  
B: Black  
H: Hispanic  
I: American Indian  
W: White

#### Gender Codes:

F: Female  
M: Male

These classifications are uniform throughout the State Department of Health Services and have been negotiated between the DHHS Affirmative Action/Civil Rights Compliance Office and the various Federal Offices of Civil Rights.

Value Definitions are:

**Asian or Pacific Islander:** All persons having origins in any of the original peoples of the Far East, Southeast Asian, the Indian subcontinent, or the Pacific Islands. These include, for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Black:** All persons having origins in any of the Black racial groups of Africa.

**Hispanic:** All persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain, or other European countries.)

**American Indian or Alaskan Native:** All persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal association or community recognition.

**White:** All persons who are not Asian or Pacific Islander, Black, Hispanic, or American Indian or Alaskan Native.

**Enter the letter "h" next to the ethnic code for any handicapped employee.**

A "handicapped individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any persons who:

1. Has a physical or mental impairment that substantially limits one or more major life activities (e.g. caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working);
2. Has a record of such impairment, or:
3. Is regarded as having such impairment.

**Column 4 - Hours Per Week - Annual Salary**

Enter total number of hours worked per week for the agency, and the annual salary.

**Columns 5 through 6**

Salaries must be allocated by specific division programs, and by each disability/target group population, and by hours per week and yearly dollar amounts.

**FORM 2B - YEAR 2012 EMPLOYEE DEMOGRAPHICS SUMMARY**

Item 27

Complete for each program within each disability/target group as listed in Columns (5)-(6) of Form 2. For each program, summarize by position code, as listed in Column 2 of Form 2, the number of full-time equivalent employees in every demographic code combination listed in Column 3, Form 2.

Calculation to determine the number of full-time equivalents (FTE's) assigned to provide the service:

1. Determine the number of hours a full-time employee is required to work per week. This number, usually 40, becomes the denominator. \*
2. For each program, Form 2,, summarize by position code, Form 2, Column 2, and Employee Demographic Code, Form 2, Column 3, the total number of hours worked by position code and employee demographic code. This number becomes the numerator.
3. Divide the total number of hours worked per position code and employee demographic code by the number of hours a full-time employee is required to work to arrive at the number of FTE's (by position code and employee demographic code) working in a program.

Program	Position Code (Column 2, Form 2 Code)	Employee Demographics	Number of FTEs

\*If full-time equivalents (FTE's) are not based on 40 hours per week, specify:  
\_\_\_\_\_hours/week.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

## **CONTRACTOR ORGANIZATIONAL CHART FOR PROPOSED SERVICE**

*Item 30*

Provide an organizational chart which shows, in detail, position titles and reporting relationships within the specific contract/service being proposed. Include all positions for which funding is being requested.

### **Program Narrative - see Section 4, Part 3**

*Items 31 - 33*

Identify the name and number of the program/service for which you are requesting funding as it is identified in the *Year 2012 Professional Services Agreement Guidelines, Program Requirements* (Section 5).

**Provide a narrative describing your service. Refer to the *Year 2012 Professional Services Agreement Guidelines, Program Requirements Section 5* for all the required service components for the contract/service you are proposing.**

Describe the agency's ability and experience in providing the contracted service; and, for human service providers, the agency's experience serving the targeted populations if applicable. Include any existing agency contracts/services utilizing a similar service delivery system and the number of years the program has been in operation.

## **SECTION 4, PART 3**

### **TECHNICAL REQUIREMENTS**

#### **OVERVIEW OF PROPOSAL REVIEW PROCESS**

##### **PROPOSAL REVIEW EVALUATION CRITERIA**

##### **QUALITY ASSURANCE**

## **I. Overview of the Request for Proposal Evaluation Process**

More than one (1) person shall evaluate all proposals. Oral presentations may be used to supplement the written proposal if it is determined it will assist in the evaluation procedure. The firms to be invited to make an oral presentation can be determined after the initial review and ranking of the proposals based on the criteria outlined in the RFP.

### **EVALUATION OF PROPOSALS**

Proposals submitted to provide services will initially be ranked based on the following criteria, as well as specific requirements found in the Program Requirements of each program offered:

#### **1. REQUIRED INFORMATION**

A proposal lacking criteria, information or assurances required by this RFP may be rejected or removed from the evaluation process or returned to the applicant at the discretion of the Department.

#### **2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION (0-10 points)**

The proposal should include DBE participation as required by Chapter 42 of the Milwaukee County Ordinances and detailed in Section VI of this RFP. The proposal shall also address the issues of diversity and cultural competence as demonstrated through the applicant's policies, actions, employees, Board/Owner(s)/LLC Member demographics, and minority business certifications from other certifying bodies.

#### **3. QUALIFICATIONS - (0-20 Points)**

*Items 31a & 31b*

In the Qualifications section of the proposal, the applicant/individual has the opportunity to furnish credentials of the individuals providing the services. Full points will be given to applicant meeting minimum requirements for this criterion. In the event of a tied score for this criterion, the applicant with "preferred" or "desired" qualifications, or qualifications considered "a plus" will be awarded two (2) additional bonus points for this criterion.

#### **4. EXPERIENCE - (0- 40 Points)**

*Item 32*

In the Experience section of the proposal, the applicant/individual has the opportunity to describe in greater detail (than the Qualifications section) the service providers' professional experience. As part of Experience, the proposal may also include information that supports the applicant's ability to perform the functions required. In the event of a tied score for this criterion, the applicant with "preferred" or "desired" experience, or experience considered "a plus" will be awarded four (4) additional bonus points for this criterion.

## 5. TIME SCHEDULE AND FEE FOR SERVICES - (0-30 Points)

Item 33

The Time and Fee for Services information should indicate the time schedule in hours, days, weeks and months that the services will be available. The applicant should also indicate the fee or rate per hour of service provided under the Professional Service Agreement. The applicant proposing the lowest hourly rate will be awarded full points for this criterion. The applicant proposing the highest hourly rate will be awarded zero points for this criterion. All other applicants will be scored on a prorata basis based on the difference between the low and high bid. In the event of a tied score for this criterion, the applicant with the best availability will be awarded three (3) additional bonus points. The amount of work will depend upon the needs of the Department. The Department makes no guarantee or representation that the firm or individual under contract to perform this work will receive the entire amount of this allocation.

**TOTAL POSSIBLE SCORE 100 POINTS**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**QUALITY ASSURANCE**

When an applicant has been awarded a contract, all application material submitted is organized into an agency master file that becomes part of the contract with the Department of Health and Human Services. The master file is also the primary source document for each agency contract and is an integral part of ongoing quality assurance activities. Once the master file is established, it is the contractor's responsibility to automatically update any information contained therein at the time any change/revision occurs.

Quality assurance activities help to ensure the appropriate expenditures of public funds and the provision of quality services. Quality assurance activities may include, but are not limited to:

- Review of annual and semi-annual evaluation reports submitted by the agency.
- Sampling of clients/participants served through participant interviews, client interviews, surveys/questionnaires, case file reviews, and/or service verification.
- On-site verification of compliance with the posting of the following documents: (a) participant/client rights, (b) non-discrimination policies.
- On-site monitoring of compliance with governmental and contractual requirements related to the provision of services.
- On-site monitoring of a contractor's organization and management structure, fiscal accountability and/or verification of services provided.
- Other criteria specified in the program requirements section for each service offered.

**Behavioral Health Division  
Delinquency & Court Services Division**

**SECTION 5**

**PROGRAM REQUIREMENTS**

## **Section 5-1, Behavioral Health Division**

### **INTERPRETER SERVICES**

- A. Introduction
- B. Scope of Services
- C. Contracting Requirements
- D. Proposer Response

#### **A. INTRODUCTION**

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified persons interested in providing Interpreter Services for individuals served by the Milwaukee County Behavioral Health Division, under a Professional Service Agreement in 2012.

#### **B. SCOPE OF SERVICES:**

The vendor's responsibilities shall include:

- a. Provide interpreter/translation services for patients and clients of the Milwaukee County Behavioral Health Division.
- b. Services to be available on an on-call basis, 24-hours daily, 365 days/year.
- c. Services to be provided face-to-face or by phone at the discretion of the Milwaukee County Behavioral Health Division.
- d. Transportation to interpretation/translation site.
- e. Confirmation of response (job order) to be within 30 minutes of contact with an indication of anticipated time of arrival.
- f. Interpreter to be on-site within no more than two hours after notification.
- g. Language service to be **comprehensive**, with a primary volume in Spanish, Hmong, Vietnamese, Laotian, Russian, Polish, German, Hindi, Pakistani, (and other east Indian languages), Arabic, (and other Middle-eastern languages), French and Italian. Hearing impaired services are desirable, but not required.
- h. Provide written translation of documents when requested.
- i. Make available to all interpreters servicing the Milwaukee County Behavioral Health Division, an interpreter training program in medical terminology and health care delivery processes.

- j. Provide individual, monthly invoices for service to the Milwaukee County Behavioral Health Division.
- k. Provide monthly usage reports to the Milwaukee County Behavioral Health Division, and be available for brief, quarterly meetings with the Milwaukee County Behavioral Health Division, or more often if needed, to review the service and contract implementation.

The Milwaukee County Behavioral Health Divisions responsibilities shall be:

- a. Interpreters/translators will not be required to meet with patients/clients alone; there will always be a Milwaukee County Behavioral Health Division staff person available.
- b. The Milwaukee County Behavioral Health Division will provide training **at no cost to the vendor**, of approximately 2 hours of current and potential interpreters in medical/psychiatric terminology and health care delivery processes, as well as a tour of the Milwaukee County Behavioral Health Division Complex. It will also provide such orientations as needed.

### **EVALUATION CRITERIA:**

Qualification of Bidders:

All bidders shall possess the necessary training, personnel and telecommunications equipment necessary to conduct operations to fulfill the terms of the contract. The Milwaukee County Behavioral Health Division proposal evaluation committee will review all proposals.

## **C. PROGRAM REQUIREMENTS**

### **TIMEFRAME OF CONTRACT**

It is expected that the individual under contract to provide transcription services will begin on or about **January 1, 2012** and end on **December 31, 2012**. However, if agreed to by both parties, the contract may be extended for two additional one-year periods with rate increases in the subsequent years limited by the rate of inflation in the prior calendar year.

## **RIGHT OF TERMINATION**

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the budget. County, therefore, reserves the unilateral right to terminate participation in such service upon thirty (30) days written notice when, (1) it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this agreement, or (3) violation of the provisions of this agreement, or for any other reason which in the judgment of the County makes it necessary or desirable to terminate this agreement.

## **CONTRACT RENEGOTIATION**

The Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in the Contract.

## **CONFIDENTIALITY STANDARDS AND PROCEDURES**

The successful proposer shall protect the confidentiality (in accordance with HIPAA 42 CFR, s.51.30, Stats., and HSS 92, as appropriate) of all medical/psychiatric information in its possession. All waste copies or written reports shall be destroyed in a confidential manner or delivered to the Behavioral Health Division Medical Record Department for destruction. The successful proposer must be willing to sign an appropriate HIPAA compliant business associates agreement.

The proposer's employees must have training in confidentiality issues, especially concerning mental health laws, and sign a confidentiality agreement. The proposer shall provide documentation of training and the confidentiality agreements.

## **INDEPENDENT CONTRACTOR**

Nothing contained in the Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into the Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

## **SUBCONTRACTS**

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

## **CONTRACT APPROVAL**

As set forth in section 56.03, Milwaukee County Code of General Ordinances, for a professional services contract with a value of fifty thousand dollars (\$50,000.00) or more, approval by the county board is required. The contract must be approved by the Office of Corporation Counsel prior to execution. All contracts will be reviewed and approved, in writing, by the county's Risk Manager for financial responsibility and liability management, including appropriate insurance provisions and modifications in indemnity agreements.

## **ASSIGNMENT LIMITATION**

The contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party should assign its obligations under the contract without the prior written consent of the other.

### **D. PROPOSER RESPONSE:**

Please respond to all questions in the following format. We ask that all proposals be limited to the exhibits and information requested. Each proposal will be evaluated and rated up to 100% within each of the four categories. Each category is ranked in the **bolded percentages**. In order to be considered complete and competent, all proposals must include the following:

#### **Section 1: Overall Responsiveness of proposal to RFP**

The review committee will be looking for the quality of the vendors management/usage reports. Please include the following:

Agency information form - *Exhibit C*

Sample monthly management/usage report that includes, at minimum the following:

- number of persons providing service
- day of week and time of day statistics
- location where service was provided
- language interpreted
- total time involved
- average time per interpretation/translation
- Milwaukee County Behavioral Health Division program/department requesting service
- Year-to-date Milwaukee County Behavioral Health Division total usage and breakout per program/department

Agency's annual financial statement and certificate of Insurance and Liability coverage

Program Implementation and Timetable. Please provide an organizational chart identifying the team which will be responsible for servicing this contract. Also, please provide the resume of the key senior management person with decision making ability who would be our account representative.

## **Section 2: Disadvantaged Business Enterprise (DBE) Participation**

The proposal should include DBE participation as required by Chapter 42 of the Milwaukee County Ordinances and detailed in Section 6 of this RFP. The proposal shall also address the issues of diversity and cultural competence as demonstrated through the applicant's policies, actions, employees, Board/Owner(s)/LLC Member demographics, and minority business certifications from other certifying bodies. DBE participation may be through direct subcontracts or indirectly through planned purchases of equipment or commodities from DBE firms.

## **Section 3: Qualifications of translators**

The review committee will be looking for staff commitment to the contract; particularly the number, qualifications and areas of expertise of designated interpreters/translators. Please include the following:

Translator Qualifications and Quality Programs - *Exhibit B*

List of qualifications and respective languages of interpreters/translators. (*Note: a qualified interpreter/translator is a person with the ability to receptively understand and actively communicate health, family and financial issues or matters between care givers, facility staff and clients/patients*).

Description of how interpreters/translators will be selected, trained and qualifications verified, including arrangements for an on-site Milwaukee County Behavioral Health Division orientation for interpreters and agency staff.

State annual turnover rate for translators (all employees, full and part-time), as measured by total number of separations (including voluntary and involuntary) from this position in the twelve months prior to completing this proposal divided by the total number of employees budgeted in this position for the twelve months prior to completing this proposal (show calculation).

#### **Section 4: Experience of contractor**

The evaluation committee will be looking for the variety of services offered by vendor and experience indicated by years in business (private/corporate mix), as well as experience in negotiation and implementation of contracts with customers having similar operations. Please include the following:

Institutional references form with narrative describing the agency's experience in providing translation service. - *Exhibit D*

Proposer shall include in his/her responses a list of minimum of four (4) customers, which includes the persons and points of contact who may be used as references. Selected organizations will be contacted by MCBHD to appraise the effectiveness of the services provided. All 4 must be health care facilities. Two must be sites where psychiatry is a specialty or sub-specialty.

Proposer is required to provide a list of all pending or past litigations concerning any confidentiality breach or quality of services for all branches of the company.

Proposer is required to have liability insurance and to provide documentation of the liability insurance.

#### **Section 5: Fee schedule**

The review committee will be looking for innovative proposals that will ultimately result in greater efficiency and financial savings to the Milwaukee County Behavioral Health Division and the clarity and completeness of vendors billing method. Please include the following:

Fee schedule for Milwaukee County Behavioral Health Division, including any special pricing for time of day, weekends or type of language and other reimbursements such as mileage, meals and waiting time. - *Exhibit A*

Agency's Job Order Cancellation Policy

Sample of monthly billing statement

Attachment A

RATE SHEET

Service: \_\_\_\_\_

Proposer must submit an hourly rate for Billable Services as required in the RFP document

Service	Unit of Service	Cost per Unit

**Service – List the service being applied for; Unit of Service – Describe the unit of services (e.g., quarter-hour, hour, line, page, etc.); Cost per Unit – List your cost per unit for providing this service.**

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Printed Name:

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

\_\_\_\_\_  
Company:

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

## TRANSLATOR QUALIFICATIONS & QUALITY PROGRAMS

*Exhibit B*

1. Please describe any special programs within your agency to insure quality control.
2. Explain your company's process for achieving interpreter quality, including recruitment strategies, interpreter selections, retention and reliability.
3. How do you propose to monitor and measure the quality of services offered, to guarantee customer satisfaction?
4. Specifically, reference your company's policy on call back-up and for 24-hour coverage.

## AGENCY INFORMATION FORM

*Exhibit C*

### GENERAL INFORMATION:

1. Name of Agency:
  
2. Address:
  
3. Name of contact person:  
Telephone number:
  
4. Affiliations with consortiums and subcontractors, if any:
  
5. Annual interpreter/translation volume for the last three years (in hours per year):
  
6. Length of time in translation service business and the number of years of agency ownership:
  
7. Please state the average size of your current accounts and where the Milwaukee County Behavioral Health Division would fall in this range:
  
8. What has been your experience dealing with Government contracting or grant experience relating to interpretive services?

**INSTITUTIONAL REFERENCES**

*Exhibit D*

Name of  
Institution:

\_\_\_\_\_

Name of contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Name of  
Institution:

\_\_\_\_\_

Name of contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Name of  
Institution:

\_\_\_\_\_

Name of contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Name of  
Institution:

\_\_\_\_\_

Name of contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

## **Section 5-2, Behavioral Health Division**

### **PSYCHIATRIC/MEDICAL TRANSCRIPTION SERVICES**

- A. Introduction
- B. Scope of Services
- C. Contracting Requirements
- D. Proposer Response

#### **A. INTRODUCTION**

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified persons interested in Psychiatric/Medical Transcription Services for the Milwaukee County Behavioral Health Division, under a Professional Service Agreement in 2012.

#### **B. SCOPE OF SERVICES:**

Milwaukee County Behavioral Health Division provides a variety of care and services to its community members. Services include adult adolescent and child psychiatry, geriatric psychiatry, rehabilitation services, social services, and medical day treatment programs. The intent of this specification is to describe the minimum requirements for off-site Psychiatric/Medical Transcription Services for the Milwaukee County Behavioral Health Division (MCBHD).

Off-site transcription services of all psychiatric/medical reports shall be provided for MCBHD. Although the volume of work is irregular, no amount of business is guaranteed.

- a. The successful proposer shall have 3-5 years experience in performing medical transcription where at least one customer has a psychiatric specialty or subspecialty. The proposer shall transcribe off-site from MCBHD's MedQuist's Cquence Voice Xchange Platform - VXP User Interface dictation system dictated reports from a variety of staff and services including but not excluded to social work, psychiatric/psychology and rehabilitation reports. Proposers should be aware MCBHD is transitioning to electronic medical records (EMR), and certain procedures may need to change during the course of the contract. The successful proposer must be willing to work with MCBHD on EMR implementation and have the capability to interface with current EMR systems accepted in the Medical community.
- b. The successful proposer shall be capable of meeting turnaround time & volume requirements of the MCBHD. A required 24-hour turnaround time for all psychiatric/psychology assessments excluding Friday and Saturday (these reports will be due on Monday) and holidays, is considered acceptable for assigned transcription. A 48-hour turnaround time for all other reports, such as discharge summaries, is considered acceptable. All transcription returned for correction will require one (1) working day turnaround time. The majority of report volume will consist of discharge summary type reports. The total volume level

may vary but MCBHD anticipates an estimated average total volume level of 1,500 minutes per week. In the absence (i.e. vacation, sick time, etc.) of the on-site transcription supervisor the proposer shall be responsible for stat reports which may either be telecommunicated or faxed to BHD within a four-hour turnaround time (4 hours from time dictation finished to time received at BHD). This will be only during first shift hours and Monday - Friday. Weekends and holidays not included.

- c. The report turnaround time limit is started when the physician has completed dictation and the turnaround time is considered complete when the transcribed report is returned to MCBHD.
- d. The successful proposer shall maintain a quality control system to assure complete accuracy of reports. The proposer shall maintain a high level of accuracy, requiring less than 2% of the documents to be retyped due to typist's errors in misspelling English words or grammatical or formatting errors. Reports with misspelled medical terms, medications, or treatments are considered unacceptable. Retyping shall be required if there are typographical errors. Retyped reports must be returned within (1) working day of notification of error. Proposer errors shall be corrected at the expense of the proposer.
- e. The successful proposer shall have no more than 1 out of 50 reports returned by the dictator of the reports for correction of the transcription errors.

The successful proposer shall comply with the following report format:

- a. Lines should have one (1) inch right margin and one (1) inch left margin.
- b. One line is equivalent to a minimum of 65 characters as defined by the American Association for Medical Transcription standards.
- c. Each report shall have a header or footer including the identifying report information such as the patient name, patient medical record number, dictating physician, date, report type, etc.
- d. The successful proposer shall specify the method use for verification of the line count.
- e. The successful proposer shall have no lost dictation.
- f. In the event the turnaround time or quality standards are not met, the cost per line will decrease by \$.02.
- g. The successful proposer will need to have the technological capability to access MCBHD's Medquist's Cquence Voice Xchange Platform – VXP User Interface dictation system or a 1-800 access number for MCBHDs dictators to dictate into vendor's own system, and have compatible software and/or hardware to provide telecommuting for returned transcription. Telecommunication costs will be the responsibility of the proposer.
- h. The successful proposer shall provide a daily log of reports typed upon transmission of the reports.
- i. BHD reserves the right to update their report templates twice per year at no extra cost to BHD.

Invoicing shall be as follows:

- a. Proposer shall submit an invoice on a weekly or biweekly basis. Failure to meet turnaround schedule or quality standards, as identified in the Scope of Services will be liable for a \$.02 per line reduction based on that job. The deduction will be taken as a credit against the invoice.
- b. Invoices shall include, but not limited to, the following information on proposer's letterhead or invoice form:  
Vendor name, Invoice number, cost per line, credits, Invoice date, line counts, name of patient and dictating physician, type of report, medical record unit number, and name/initials of transcriptionist.

## **C. PROGRAM REQUIREMENTS**

### **TIMEFRAME OF CONTRACT**

It is expected that the individual under contract to provide transcription services will begin on or about **January 1, 2012** and end on **December 31, 2012**. However, if agreed to by both parties, the contract may be extended for two additional one-year periods with rate increases in the subsequent years limited by the rate of inflation in the prior calendar year.

### **RIGHT OF TERMINATION**

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the budget. County, therefore, reserves the unilateral right to terminate participation in such service upon thirty (30) days written notice when, (1) it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this agreement, or (3) violation of the provisions of this agreement, or for any other reason which in the judgment of the County makes it necessary or desirable to terminate this agreement.

### **CONTRACT RENEGOTIATION**

The Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in the Contract.

### **CONFIDENTIALITY STANDARDS AND PROCEDURES**

The successful proposer shall protect the confidentiality (in accordance with HIPAA 42 CFR, s.51.30, Stats., and HSS 92, as appropriate) of all medical/psychiatric information in its possession and shall maintain a system for assuring the safe receipt and delivery of all such dictation. When transcription has been completed, all material containing patient information furnished to the contracted service and all copies of written reports shall be delivered to the Behavioral Health Division Medical Record Department. All

waste copies or written reports shall be destroyed in a confidential manner or delivered to the Behavioral Health Division Medical Record Department for destruction. The successful proposer must be willing to sign an appropriate HIPAA compliant business associated agreement.

The successful proposer shall provide a detailed plan outlining the destruction process of MCBHO's clinical and patient information provided for transcription.

This plan must include the destruction processes of hard copies and information stored on a computer hard drive.

The proposer's employees must have training in confidentiality issues, especially concerning mental health laws, and sign a confidentiality agreement. The proposer shall provide documentation of training and the confidentiality agreements.

### **REQUIRED ETHICAL/PROFESSIONAL STANDARDS**

For this contract proposer shall provide competent psychiatric/medical transcriptionists with at least one-year full time experience in a psychiatric/medical setting who are able to interpret and transcribe dictation by physicians and other health care professionals regarding patient assessments, workup, therapeutic procedures, clinical course, diagnoses, prognoses, etc.

The successful proposer shall provide a list of their psychiatric/medical transcriptionists (names are not necessary, they can be numbered) and their corresponding years of experience, credentials, office location, (i. e. office or home), education and training, and whether the transcriptionist is considered to be an employee or an independent contractor.

The successful proposer shall provide a list of their technicians/administrators with their positions and credentials, office location, hours available and a phone number.

### **PSYCHIATRIC IMEDICAL TRANSCRIPTION SERVICE DEPENDABILTY**

Applies knowledge of medical terminology, anatomy and physiology, and English language rules to the transcription and proofreading of medical dictation from originators.

Recognizes, interprets and evaluates inconsistencies, discrepancies, and inaccuracies in medical dictation and appropriately edits, revises and clarifies them without altering the meaning of the dictation or changing the dictator's style, seeking assistance as necessary.

Uses reference materials appropriately and efficiently to facilitate the accuracy, clarity and completeness of reports.

Formats reports according to established guidelines.

Demonstrates an understanding of the medicolegal implications and responsibilities related to the transcription of psychiatric and AODA patients (to protect the patient and the health care facility).

Maintains the patient confidentiality of the information transcribed as per the Confidentiality Standards and Procedures.

### **TECHNOLOGICAL COMPATABILITY**

The successful proposer must be able to access and transcribe off-site from MCBHDs Medquist's Cquence Voice Xchange Platform - VXP User Interface dictation system and use the VXP software or a 1-800 number that MCBHDs dictators could dial into to dictate into the vendor's dictation system. The documentation of the proposer's interface capability from remote and on site links to the Medquist Cquence Voice Xchange platform and the parameters of the service contract concerning hardware and software are required.

The successful proposer shall provide specifications for ongoing support. Disaster recovery and transcription storage capabilities.

The successful proposer must be able to provide options for on-site editing and monitoring of transcription reports. Acceptable options include the return of reports via computer modem to an on-site printer or the return of reports on a disk, which could be accessed by an on-site computer.

Proposers should be aware MCBHD is transitioning to electronic medical records (EMR), and certain procedures may need to change during the course of the contract. The successful proposer must be willing to work with MCBHD on EMR implementation and have the capability to interface with current EMR systems accepted in the Medical community.

### **SAMPLING, INSPECTION AND TEST PROCEDURES**

MCBHD reserves the right to request that each proposer transcribe a report for evaluation purposes prior to bid award.

MCBHD reserves the right to inspect and conduct audits of transcription records produced by the proposer without prior notice.

Verification of report quality and timeliness will be conducted by MCBHD's onsite medical transcription supervisor.

### **INDEPENDENT CONTRACTOR**

Nothing contained in the Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into the

Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

### **SUBCONTRACTS**

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

### **CONTRACT APPROVAL**

As set forth in section 56.03, Milwaukee County Code of General Ordinances, for a professional services contract with a value of fifty thousand dollars (\$50,000.00) or more, approval by the county board is required. The contract must be approved by the Office of Corporation Counsel prior to execution. All contracts will be reviewed and approved, in writing, by the county's Risk Manager for financial responsibility and liability management, including appropriate insurance provisions and modifications in indemnity agreements.

### **ASSIGNMENT LIMITATION**

The contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party should assign its obligations under the contract without the prior written consent of the other.

## **D. PROPOSER RESPONSE**

The proposer may address any service enhancements other than those addressed in the specifications for MCBHD's off-site transcriptions services.

**Technical Requirements** – Submit all forms contained in the Technical requirements section of this RFP.

### **PROPOSAL FORMAT AND EVALUATION:**

Please respond to all questions in the general format of Section 4.3 of this document. We ask that all proposals be limited to the exhibits and information requested. In order to be considered complete and competent, all proposals must include the following:

#### **Section 1: Overall responsiveness of proposal to RFP**

The review committee will be looking for the quality of the proposer's management/usage reports. Please include the following:

- a. Agency information form - *Exhibit C*

- b. Sample monthly management/usage report that includes, at minimum the following:
  - number of persons providing service
  - day of week and time of day statistics
  - location where service was provided
  - total time involved
  - Milwaukee County Behavioral Health Division program/department requesting service
  - Year-to-date Milwaukee County Behavioral Health Division total usage and breakout per program/department
- c. Agency's annual financial statement and certificate of Insurance and Liability coverage
- d. Program Implementation and Timetable. Please provide an organizational chart identifying the team which will be responsible for servicing this contract. Also, please provide the resume of the key senior management person with decision making ability who would be our account representative.

## **Section 2: Disadvantaged Business Enterprise (DBE) Participation**

The proposal should include DBE participation as required by Chapter 42 of the Milwaukee County Ordinances and detailed in Section 6 of this RFP. The proposal shall also address the issues of diversity and cultural competence as demonstrated through the applicant's policies, actions, employees, Board/Owner(s)/LLC Member demographics, and minority business certifications from other certifying bodies. DBE participation may be through direct subcontracts or indirectly through planned purchases of equipment or commodities from DBE firms.

## **Section 3: Qualifications of staffing**

The review committee will be looking for staff commitment to the contract; particularly the number, qualifications and areas of expertise of designated transcribers/supervisors. Please include the following:

- a. Transcriber Qualifications and Quality Programs - *Exhibit B*
- b. Annual turnover for *transcribers (all employees, full and part-time)*, as measured by total number of separations (including voluntary and involuntary) from this position in the twelve months prior to completing this proposal divided by the total number of employees budgeted in this position for the twelve months prior to completing this proposal (show calculation):
- c. Description of how transcribers will be selected, trained and qualifications verified, including arrangements for an on-site Milwaukee County Behavioral Health Division orientation for interpreters and agency staff.

#### **Section 4: Experience of contractor**

The evaluation committee will be looking for the variety of services offered by vendor and experience indicated by years in business (private/corporate mix), as well as experience in negotiation and implementation of contracts with customers having similar operations. Please include the following:

Institutional references form with narrative describing the agency's experience in providing transcription service. - *Exhibit D*

Proposer shall include in his/her responses a list of minimum of four (4) customers, which includes the persons and points of contact who may be used as references. Selected organizations will be contacted by MCBHD to appraise the effectiveness of the services provided. All 4 must be health care facilities. Two must be sites where psychiatry is a specialty or sub-specialty.

Proposer is required to provide a list of all pending or past litigations concerning any confidentiality breach or quality of services for all branches of the company.

Proposer is required to have liability insurance and to provide documentation of the liability insurance.

#### **Section 5: Fee schedule**

The review committee will be looking for innovative proposals that will ultimately result in greater efficiency and financial savings to the Milwaukee County Behavioral Health Division and the clarity and completeness of vendors billing method. Please include the following:

- a. Fee schedule for Milwaukee County Behavioral Health Division, including any exceptions and other reimbursements. - *Exhibit A*
- b. Agency's Job Order Cancellation Policy
- c. Sample of monthly billing statement

Attachment A

RATE SHEET

Service: \_\_\_\_\_

Proposer must submit an hourly rate for Billable Services as required in the RFP document

Service	Unit of Service	Cost per Unit

**Service – List the service being applied for; Unit of Service – Describe the unit of services (e.g., quarter-hour, hour, line, page, etc.); Cost per Unit – List your cost per unit for providing this service.**

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Printed Name:

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

\_\_\_\_\_  
Company:

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

## **TRANSCRIBER QUALIFICATIONS & QUALITY PROGRAMS**

*Exhibit B*

1. Please describe any special programs within your agency to insure quality control.
2. Explain your company's process for achieving transcriber quality, including recruitment strategies, hiring selections, retention and reliability.
3. How do you propose to monitor and measure the quality of services offered, to guarantee customer satisfaction?

## AGENCY INFORMATION FORM

*Exhibit C*

### GENERAL INFORMATION:

1. Name of Agency:
2. Address:
3. Name of contact person:  
Telephone number:
4. Affiliations with consortiums and subcontractors, if any:
5. Annual transcription volume for the last three years (in hours per year):
6. Length of time in transcription service business and the number of years of agency ownership:
7. Please state the average size of your current accounts and where the Milwaukee County Behavioral Health Division would fall in this range:
8. What has been your experience dealing with Government contracting or grant experience relating to transcription services?

## INSTITUTIONAL REFERENCES

*Exhibit D*

Name of  
Institution:

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Name of contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

Name of  
Institution:

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Name of contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

Name of  
Institution:

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Name of contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

Name of  
Institution:

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Name of contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

# **Delinquency & Court Services Division**

## **INTRODUCTION**

The **Delinquency and Court Services Division (DCSD)** has responsibility to provide the juvenile court with intake and disposition services for youth referred for delinquency and juveniles in need of protection and services. The Division administers a variety of services and programs to enhance public safety through policies and practices that support fair and respectful treatment of stakeholders; clients and staff; and, in cooperation with the courts, community, and system partners, reduce the risk of re-offense.

**Administration and Support** functions provide policy direction, programmatic and fiscal management, research and analysis of data, budget development, procurement of services, and development of collaborative alliances with outside agencies.

The **Secure Detention Center** provides secure custodial care of detained youth including education, sanctions for probation violations, short-term mental health and physical health services.

**Intake and Probation Services** provide statutorily required screening, assessment, and supervision of youth referred for Delinquency and Juveniles in Needs of Protection and Service matters. These functions coordinate the provision of direct services, monitor and respond to court compliance, and provide other services for the court as directed.

**Purchased Services** oversees and contracts for a variety of direct and support services through various contracts and agreements. Target areas include prevention, diversion, support services, alternative education settings, out of home placement, targeted supervision, and reentry support.

Services that are purchased by the Delinquency and Court Services Division are allocated to match the priorities of our service area and to manage with efficiency and efficacy the available resources. Substantial effort has gone into applying for grants that supplement state and county funding. The Division attempts to utilize its funds to provide a broad continuum of services for juveniles. Programs and services range from detention-related services to community-based alternatives that responsibly divert juveniles from a commitment to the State's Juvenile Correctional Institutions. The Division will continue to develop and support service models that are culturally competent, culturally diverse, and will meet the needs of our youth, families and community.

### **Important Note Regarding Program Evaluations:**

For agencies under contract in 2012, Delinquency and Court Services Division requires a single annual evaluation for the period July 1, 2011 – June 30, 2012. The report is due August 3, 2012.

*For Delinquency and Court Services, the evaluation reports should be submitted to:*

DCSD Contract Services Coordinator  
Vel R. Phillips Juvenile Justice Center  
10201 Watertown Plank Road  
Wauwatosa, WI 53226

Funding Note for 2012:

As in recent years, the uncertainties of funding for 2012 may result in significant changes in the structure or funding of our programs by the time the applications are due for submission in September. Applicants should contact the Division and check the Milwaukee County DHHS website for updates to the RFP prior to writing and submitting a proposal. A periodic check is also advisable as we understand the time and effort that is required on the application process. Inquiries should be made to Michelle Naples at telephone (414) 257-5725 or email [michelle.naples@milwcnty.com](mailto:michelle.naples@milwcnty.com)

The following list includes the programs for which DCSD is issuing a Professional Services Request For Proposal (RFP) for contract year 2012. Please note that the filing requirements for the Professional Services RFP are substantially different than those for the Purchase of Service RFP. Agencies seeking to contract for the provision of the following programs are required to submit a **complete application** package that includes all of the documents and formats as defined in this section of the *Year 2012 DHHS Request for Proposal*.

New applicants should include an action plan and time frame for program start-up as part of the Program section of the application.

**Recommended Programs**

<u>Program Number</u>	<u>Program Name</u>
DCSD 012	Detention Psychiatric Nursing Services
DCSD 013	Detention Physician and Medical Services

## **Section 5-3      DETENTION PSYCHIATRIC NURSING SERVICES**

### **Program DCSD 012**

#### **INTRODUCTION and PROGRAM PURPOSE**

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from psychiatric nursing professionals or agencies that are interested in providing mental health services under a Professional Services Agreement for the Juvenile Detention Center.

#### **Background Information**

Under Wisconsin Administrative Code 346 a juvenile shall be provided professional assistance when displaying mental distress including withdrawal, uncontrolled emotions and self-destructive behavior. In 2010, there were 2,750 admissions into secure detention in Milwaukee County. The average length of stay was 11.6 days per admission. However, the average length of stay for juveniles held beyond the initial detention hearing was 17.6 days. Some of the youth will be evaluated for mental health issues due to their behavior within detention or as part of the litigation process. In 2010, over 2,500 mental health screenings occurred with juveniles by the contract agency.

It has been estimated that about two-thirds of all juveniles detained nationwide have a psychiatric disorder, including about 20-25 percent with an affective disorder. Detained youth with serious mental health needs are at an elevated risk for crisis. Suicide among teens has become so prevalent that detention staff members receive annual training to aid in its prevention.

Prior to admission, intake staff screens youth for immediate intervention. Intake staff includes social service personnel who are not trained mental health professionals. Milwaukee County contracts with a private vendor to provide routine screening and assessment of youth admitted to detention by a psychiatric nurse and to provide crisis intervention and staff training.

#### **Target Population**

While the current Detention Center capacity is 120, the population can, at times, exceed this number. The 2010 population average at the Detention Center was 88 with Monday being the busiest day. New admissions can include 25 to 35 over the weekend. Youth in the Detention Center include males and females (2010 statistics: 86% males, 14% females) from ages 10 to 17, although younger youths are occasionally admitted. Many of these youth have been in numerous placements or are on AWOL status prior to being taken into custody by the police and transported to Detention. Little information on their health and family history is known at admission into the Detention Center.

#### **REQUIRED PROGRAM INPUTS, PROCESSES, PROGRAM ACTIVITIES, AND EXPECTED OUTPUTS**

The professional services required shall include:

- A. **Admission Screening**: Prior to admission into the Detention Center, custody intake staff, to determine if there are any mental health issues that need immediate attention, will complete a mental health screen. Based on availability, the vendor will provide consultation to determine the appropriateness for admission.
- B. **Mental Health Screening**: A mental health screening of each juvenile by a mental health professional needs to be completed within 24 hours of admission into the Detention Center (except on designated Milwaukee County holidays). Juveniles who are expected to stay in the Detention Center for less than 24 hours will be exempt from any formal mental health screening unless it is warranted. Because in 2010 there were 2,750 admissions into secure detention, an average of approximately 8 screens performed daily would be anticipated.
- C. **Suicide Prevention Program**: A psychiatric nurse will assess suicide potential at initial screening and during the juvenile's stay at the Detention Center. In order to provide proper intake screening for suicide prevention the psychiatric nurse will be contacted by the intake staff or detention staff if a juvenile displays or verbalizes suicidal behavior. The nurse will assess suicide risk, develop procedures for suicide precautions, monitor suicidal juveniles, train other detention personnel in suicide identification and prevention, refer to MD, maintain accurate documentation of observations and interventions and follow the policies and procedures of the Milwaukee County Detention Center.
- D. **Crisis Intervention**: Juveniles may appear to be psychologically stable upon intake, and later experience a psychiatric episode within the Detention Center. To meet the needs of juveniles in crisis, the psychiatric nurse will stabilize juveniles, provide psychological and counseling services and contact outside resources or family members. In addition the psychiatric nurse will explain to detention staff how to handle problematic juveniles, document the episode and communicate the resolution and treatment recommendations to other detention staff. The psychiatric nurse will make appropriate referrals to outside agencies including Behavioral Health Division (BHD) and will teach crisis prevention skills to juveniles who display poor impulse control and symptoms of depression.
- E. **Chemical Dependency**: Psychiatric nursing staff will coordinate with DCSD staff to connect juveniles who need AODA services with the DCSD AODA program. That program provides linkages to ongoing community-based services. The psychiatric nurse will design individual treatment programs and refer juveniles to related services upon release.
- F. **Psychological Therapy, Group and Individual**: Psychiatric nursing staff are to provide psycho-educational services related to anger management, impulse control, sex offender education and criminal thought patterns to juveniles housed in Detention. The psychiatric nurse will provide individual counseling and referrals to juveniles upon request. The contract agency will develop specific working agreements with community agencies

interested in sustaining relationships with juveniles after placement outside of the Detention Center.

- G. **Training**: Psychiatric nurses will train Detention and Custody Intake staff to recognize symptoms of mental illness and how to deal with these problems. Based on availability, the vendor will provide appropriate mental health training for other DCSD staff.
- H. **Psychotropic Medication Management**: Psychiatric nurses will aid in the distribution of psychotropic medications (with the consent of the in-house doctor) and with keeping a log of the times and amounts of medication distributed. Psychiatric nurses will work with parents, social workers, and youth's physician in order to confirm and obtain appropriate medications.
- I. **Information**: Psychiatric nurses will provide information and referral resources to the courts for use in disposition planning and assigned County social service staff for ongoing monitoring.
- J. **Data Base**: The vendor will maintain a database for the collection and maintenance of information pertaining to the youth served and presenting issues. The vendor will make the data available to DCSD and prepare reports as requested for general reporting and resource planning.
- K. **Quality Assurance**: Regularly scheduled audits will be undertaken by our management staff. These reviews will ensure that services are in compliance with both the contract and with accepted standards. Audits will provide a basis for future policy recommendations concerning mental health services within the Detention Center.

**NOTE**: Psychiatric nursing services will be provided 80 hours per week. The contract agency shall be responsible for the provision of back-up psychiatric nurse coverage whenever a psychiatric nurse is unavailable to report for duty.

### **EXPECTED OUTCOMES AND INDICATORS**

**Outcome 1**: 98% of all youth held in Detention will receive a mental health screening by a psychiatric nurse for mental health issues (including suicide risk) within 48 hours of admission.

**Indicator**: Number and percent of youth who receive the defined mental health screening within the required timeline.

**Outcome 2**: 100% of youth held in Detention who are placed on suicide precaution will be assessed by a psychiatric nurse as soon as is possible, but not later than within 24 hours.

**Indicator**: Number and percent of youth who are placed on suicide precaution who receive the defined assessment within the required timeline.

**Outcome 3:** 100% of youth held in Detention who experience a psychiatric episode(s) will receive an appropriate mental health examination as soon as is possible, but no later than within 24 hours.

**Indicator:** Number and percent of youth who experience a psychiatric episode who receive a mental health examination within the required timeline.

**Outcome 4:** 100% of youth held in Detention who experience a psychiatric episode(s) will receive a mental health intervention or treatment as soon as is possible, but no later than within 24 hours.

**Indicator:** Number and percent of youth who experience a psychiatric episode who receive a mental health intervention or treatment within the required timeline.

### **CONTRACT PROVISIONS**

The successful applicant will be required to comply with all provisions of the Milwaukee County Professional Services Agreement. Interested parties may direct inquiries to: Tom Wanta, (414) 257-7910, 9 a.m. - 4 p.m., Monday through Friday.

### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)**

The successful applicant shall comply with 49 CFR Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms on all US DOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this contract.

Forms and information regarding DBE participation are attached to this RFP. Questions related to the forms or DBE participation should be directed to the Community Business Development Partners office of the Milwaukee County Board of Supervisors at (414) 278-5248.

### **SPECIAL BUDGET REQUIREMENT**

For this program, only the following budget forms (plus all required DBE related forms) are required with the Initial Submission and with the Final Submission:

- Attachment A, Rate Sheet
- Forms 2, 2B

### **REIMBURSEMENT**

Providers will be reimbursed on a fee-for-service basis based upon an hourly unit rate (1 hour = 1 unit) to be determined by DCSD. Monthly reimbursement will be limited to a cumulative 1/12 of the yearly Milwaukee County approved contract allocation. Annual reimbursements may not exceed actual program expenses or the total contract allocation. A program specific (Rate X Unit) Rate Statement must be submitted following the end of each calendar month according to DHHS policy.

## **CONTRACT DURATION**

This contract will be for calendar year 2012, with the option to extend the contract in each of two subsequent years.

## **RIGHT OF TERMINATION**

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the budget. County, therefore, reserves the unilateral right to terminate participation in such service upon thirty (30) days written notice when, (1) it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this agreement, or (3) violation of the provisions of this agreement, or for any other reason which in the judgment of the County makes it necessary or desirable to terminate this agreement.

## **CONTRACT RENEGOTIATION**

The Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in the Contract.

## **INDEPENDENT CONTRACTOR**

Nothing contained in the Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into the Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

## **SUBCONTRACTS**

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

## **CONTRACT APPROVAL**

As set forth in section 56.03, Milwaukee County Code of General Ordinances, for a professional services contract with a value of fifty thousand dollars (\$50,000.00) or more, approval by the county board is required. The contract must be approved by the Office of Corporation Counsel prior to execution. All contracts will be reviewed and approved, in writing, by the county's Risk Manager for financial responsibility and liability management, including appropriate insurance provisions and modifications in indemnity agreements.

## **ASSIGNMENT LIMITATION**

The contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party should assign its obligations under the contract without the prior written consent of the other.

**COVER PAGE** - A cover page should accompany each proposal that identifies the name and program number of the service, and the name and title of the individual who should be contacted if clarification of the proposal's contents is necessary. In addition to the name of the contact person, the cover page should also include the full address of the person, the telephone number, as well as the Federal Identification Number of the business, or the Social Security Number of the service provider if the Contractor is an individual.

Attachment A

RATE SHEET

Service: \_\_\_\_\_

Proposer must submit an hourly rate for Billable Services as required in the RFP document

Service	Unit of Service	Cost per Unit

**Service – List the service being applied for; Unit of Service – Describe the unit of services (e.g., quarter-hour, hour, line, page, etc.); Cost per Unit – List your cost per unit for providing this service.**

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Printed Name:

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

\_\_\_\_\_  
Company:

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

## **Section 5-4 DETENTION PHYSICIAN AND MEDICAL SERVICES** **Program DCSD 013**

### **INTRODUCTION and PROGRAM PURPOSE**

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified physicians or licensed medical providers that are interested in providing medical services to the Juvenile Detention Center under a Professional Services Agreement in 2012.

### **Background Information**

Under Chapter 346, upon admission a juvenile shall be provided a health screening and care. Currently, detained juveniles receive a health screening upon entrance into the Detention Center by aiding an intake worker in the completion of the Medical Screening/Consent Form. Within 24 hours (excluding weekends & holidays) the juvenile receives a medical screening of clinical history and a physical examination by a medical professional. Physician/Nurse Practitioner services are currently provided 5 days a week. In 2010, there were 2,750 admissions into secure detention in Milwaukee County. The average length of stay was 11.6 days per admission. However, the average length of stay for juveniles held beyond the initial detention hearing was 17.6 days. The Detention Center has authorized funding for three full time and two part-time Registered Nurse positions and funding to contract Physician Services and Psychiatric Nursing Services.

### **Target Population**

While the current Detention Center capacity is 120, the population can, at times, exceed this number. The 2010 population average at the Detention Center was 88 with Monday being the busiest day. New admissions can include 25 to 35 over the weekend. Youth in the Detention Center include males and females (2010 statistics: 86% males, 14% females) from ages 10 to 17, although younger youths are occasionally admitted. Many of these youth have been in numerous placements or are on AWOL status prior to being taken into custody by the police and transported to Detention. Little information on their health and family history is known at admission into the Detention Center.

### **REQUIRED PROGRAM INPUTS, PROCESSES, PROGRAM ACTIVITIES, AND EXPECTED OUTPUTS**

**Service Delivery Guidelines:** Applicants for the position of Physician must comply with and incorporate within program operations the following service delivery guidelines.

Persons or agencies wishing to be considered as applicants for the position of Physician must meet all of the following criteria:

- The applicant shall maintain a license to practice medicine in the State of Wisconsin.

- The applicant must be able to direct health care for approximately 100 juveniles at the Detention Center on a daily basis.

Preference will be given to applicants who have experience providing services in a Jail or Detention facility and who have experience providing pediatric services. **Please include a copy of your resume.**

The successful applicant must adhere to the Standards for Health Services developed by the American Medical Association. The underlying objective in establishing the standards is that the health care provided in institutions is equivalent to that available in the community and is subject to the same regulation.

**Scope of Work:** This section will briefly describe the Health Care Delivery System and the program services to be provided.

A. **Receiving Screening:** Upon arrival of the juvenile at the Detention Center, a preliminary health screening (Medical Screening/Consent Form) will be completed by the intake staff. A standard form will be used to record the information gathered during this preliminary health screening.

At a minimum, the preliminary health screening will include the following self-reported information:

- Documentation of current illnesses and health problems including medication taken and special health requirements.
- Recent hospitalization.
- Behavior observations, including level of consciousness, mental status, attempts at suicide, whether the juvenile is under the influence of alcohol or drugs, the types of drugs used, drug maker, amounts, frequency, data of last use and history of problems occurring from withdrawal.
- Notation of body deformities, trauma marring, bruises, lesions, etc.
- Documentation of infectious diseases and illnesses.
- Disabilities (mental and physical).

If as a result of this screening, it is apparent that a juvenile requires immediate medical attention, then the juvenile will **not** be accepted for detention until medical attention has been received and the juvenile is medically cleared for admission.

B. **Detoxification:** All juveniles will be evaluated during the receiving screening process for their use of or dependence on drugs or alcohol. If it is determined that a juvenile is under the influence they will **not** be accepted for detention until detoxification occurs. This will occur at Milwaukee County grounds hospitals.

C. **Health Assessment:** All attempts will be made to complete a medical history and a physical examination of all detained juveniles within 24 hours of admission within the provider time constraints by a licensed health care professional. Saturdays, Sundays and holidays recognized by Milwaukee County and the contract agency would also be an exception. This health appraisal will include:

- Review of the preliminary health information gathered during the intake screening.
- Additional information needed to complete a standard history and physical examination.
- If condition warrants, routine lab work to be ordered by a medical professional.
- Height, weight, pulse, blood pressure and temperature taken and recorded by Detention Center nursing staff.
- For sexually active males and females, appropriate screening for sexually transmitted diseases as time, personnel and finances allow.

If it is determined that the juvenile has a health problem, the physician or nurse practitioner will initiate a specialized treatment plan for the individual juvenile. This treatment plan will include information and direction for the nursing staff involved in the treatment of the juvenile and pertinent information for the correctional staff, so that they may know their responsibility in the care and supervision of the affected juvenile.

D. **Daily Complaints**: To ensure that juvenile health problems and complaints are handled promptly and to ensure that the appropriate level of medical service is provided in an efficient manner, the nurse practitioner, under the guidance of the physician, will provide the criteria and protocols to be followed by the nursing staff.

The nursing staff will receive juvenile complaints daily. As the first step, the juvenile will be seen by a nurse and receive appropriate treatment within the protocols set up by the physician. Juveniles requiring a higher level of service will be referred to the nurse practitioner, physician, dentist (upon discharge) or mental health nurse. If the nurse practitioner, physician or mental health nurse determines that the juvenile's condition requires specialized treatment or medical resources beyond what is available in the Detention Center, then appropriate referrals to outside medical services must be made.

E. **Hospitalization**: When it is medically needed to transfer a juvenile to an inpatient care facility for treatment, either the nurse practitioner and physician or the health care provider should use county grounds hospitals and the Behavioral Health Division (BHD) (in accordance with County policy) or use other facilities if the juvenile has private insurance.

F. **Sick Calls**: Sick calls will be conducted daily and a nurse shall conduct the sick calls and refer to the physician or nurse practitioner (or health care professional) if needed. Documentation will be maintained for all juveniles seen at sick call and will be incorporated into the medical records.

G. **Medical Records**: All medical records will be kept on a standard form and will be used as a primary source of information and as a guide for treatment management, as well as a legal record of the services provided. Medical records will be updated and maintained by nursing staff, including the filing of lab data and progress notes. The policies and procedures include:

- There will be no juvenile access to medical records.
- A separate and complete medical record will be kept for each juvenile.
- All medical staff shall record patient contacts.
- Physician or nurse practitioner must sign off on every X-ray, lab, and diagnostic study before filed.
- Medical records will be kept locked and secured from routine traffic.
- All consent and refusal forms should be included.
- All active records should be kept separate from inactive records.

H. **Pharmaceuticals:** Medication will be dispensed to juveniles by medical personnel in the medical area or in the housing units. Juvenile Correction Officers and Juvenile Correction Officers Supervisors' may deliver certain medications to juveniles under the direction of a medical professional. Records will be maintained and monitored by medical personnel.

### **Management of Pharmaceuticals**

- Prescriptions brought in by the juvenile will be reviewed by the nurse and distributed by the nurse if determined to be appropriate.
- Medications, other than over-the-counter drugs, will be administered only on the written order of a licensed health care professional.
- Medications may be ordered only by a physician or nurse practitioner. When verbal orders are received, they must be countersigned by the physician at the earliest opportunity.
- No medication may be prescribed without documentation of clinical need having been placed in the juvenile's medical record.

**Follow Up Services:** If it is determined that a juvenile has a serious medical condition that will require immediate follow-up medical services after the release of the juvenile from secure detention, all attempts will be made by the Detention medical staff and the contract agency to notify the responsible party of ongoing medical issues that will need to be followed up upon the juvenile's release from the Detention Center.

**Policies and Procedures:** The physician and nurse practitioner will be responsible for developing policies and procedures related to the medical services provided by them within the guidelines of the "scope of work" required.

**Quality Assurance:** Regularly scheduled audits will be undertaken by our management staff. These reviews will assure that services are in compliance with the contract and accepted standards and will provide a basis for future policy recommendations concerning health services within the Detention Center.

## **EXPECTED OUTCOMES AND INDICATORS**

**Outcome 1:** 85% of all youth held in Detention will receive a medical screening of clinical history and a physical examination by a medical professional within 48 hours of admission (excluding weekends & holidays).

**Indicator:** Number and percent of youth who receive a medical screening within the required timeline.

**Outcome 2:** 100% of youth held in Detention who experience medical need(s) will receive a medical intervention or treatment as soon as is medically necessary, but no later than within 24 hours (excluding weekends & holidays).

**Indicator:** Number and percent of youth who require and receive a medical intervention or treatment within the required timeline.

**NOTE:** All youth requiring medical services receive those services on a timely basis, either in the Detention Center or in the community. All youth documented to have medical needs will have a medical intervention initiated prior to release. Medical interventions shall include, but not be limited to, medication, physician consultation, and/or parental consultation.

## **CONTRACT PROVISIONS**

The successful applicant will be required to comply with all provisions of the Milwaukee County Professional Services Agreement. Interested parties may direct inquiries to: Tom Wanta, (414) 257-7910, 9 a.m. - 4 p.m., Monday through Friday.

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The successful applicant shall comply with 49 CFR Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms on all US DOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this contract.

Forms and information regarding DBE participation are attached to this RFP. Questions related to the forms or DBE participation should be directed to the Community Business Development Partners office of the Milwaukee County Board of Supervisors at (414) 278-5248.

## **SPECIAL BUDGET REQUIREMENT**

For this program, only the following budget forms (plus all required DBE related forms) are required with the Initial Submission and with the Final Submission:

- Attachment A, Rate Sheet
- Forms 2 and 2B

## **REIMBURSEMENT**

Providers will be reimbursed on a fee-for-service basis based upon a unit rate to be determined by DCSD. The provider agency must include (as part of their monthly invoice) a summary of service hours and the number of youth who have been served. Monthly reimbursement will be limited to a cumulative 1/12 of the yearly Milwaukee County approved contract allocation. Annual reimbursements may not exceed actual program expenses or the total contract allocation. A program specific (Rate X Unit) Rate Statement must be submitted following the end of each calendar month according to DHHS policy.

## **CONTRACT DURATION**

This contract will be for calendar year 2012, with the option to extend the contract in each of two subsequent years.

## **RIGHT OF TERMINATION**

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the budget. County, therefore, reserves the unilateral right to terminate participation in such service upon thirty (30) days written notice when, (1) it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this agreement, or (3) violation of the provisions of this agreement, or for any other reason which in the judgment of the County makes it necessary or desirable to terminate this agreement.

## **CONTRACT RENEGOTIATION**

The Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in the Contract.

## **INDEPENDENT CONTRACTOR**

Nothing contained in the Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into the Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

## **SUBCONTRACTS**

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

## **CONTRACT APPROVAL**

As set forth in section 56.03, Milwaukee County Code of General Ordinances, for a professional services contract with a value of fifty thousand dollars (\$50,000.00) or more, approval by the county board is required. The contract must be approved by the Office of Corporation Counsel prior to execution. All contracts will be reviewed and approved, in writing, by the county's Risk Manager for financial responsibility and liability management, including appropriate insurance provisions and modifications in indemnity agreements.

## **ASSIGNMENT LIMITATION**

The contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party should assign its obligations under the contract without the prior written consent of the other.

**COVER PAGE** - A cover page should accompany each proposal that identifies the name and program number of the service, and the name and title of the individual who should be contacted if clarification of the proposal's contents is necessary. In addition to the name of the contact person, the cover page should also include the full address of the person, the telephone number, as well as the Federal Identification Number of the business, or the Social Security Number of the service provider if the Contractor is an individual.

Attachment A

RATE SHEET

Service: \_\_\_\_\_

Proposer must submit an hourly rate for Billable Services as required in the RFP document

Service	Unit of Service	Cost per Unit

**Service – List the service being applied for; Unit of Service – Describe the unit of services (e.g., quarter-hour, hour, line, page, etc.); Cost per Unit – List your cost per unit for providing this service.**

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Printed Name:

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

\_\_\_\_\_  
Company:

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

**MANAGEMENT SERVICES**

**SECTION 6**

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
PROCEDURES AND FORMS**

## **Instructions for completing CDBP Forms**

What follows is some general advice on completing Community Business Development Partners forms, as applicable. In all cases, the interpretation of the CDBP office regarding the applicability of individual forms takes precedence.

The Department of Health and Human Services (and all of its Divisions) has the goal of involving Disadvantaged Business Enterprises as defined by County Ordinance Chapter 42 in every Professional Service Contract in the amount of at least 17 percent of the total contract. DBE participation can take the form of direct subcontracting of contracted services, or can take the form of indirect services purchased by the contractor (such as printing and supplies, accounting or other professional services, office supplies, etc.).

Generally, proposers should complete forms found in this section under the following circumstances:

When completing your proposal: Complete Form DBD-014PS, “Commitment to Subcontract with DBE Firms” after you have identified a DBE firm to subcontract with or to buy supplies or services from. If bids were received from several subconsultants, complete DBD-002PS, “Subconsultant Information Sheet.” If you have tried unsuccessfully to find a DBE partner agency, complete DBD-001PS, “Certificate of Good Faith Effort.” These forms should be submitted with your proposal.

After Contract Award: Any additions or corrections to the above forms should be made and submitted to DHHS Contract Administration.

With each Billing or Invoice: Contractors with identified DBE subcontractors should complete DBD-016PS, “DBE Utilization Report” and submit it with each invoice.

At Contract Completion (Final Invoice): At the time that the contractor submits the final invoice for payment, Form DBD-018PS must be completed in cooperation with any DBE subcontractors used in the project. Final invoices received on contracts that have identified DBE subcontractors will not be paid until this form has been received by DHHS Contract Administration.

What follows on the next 3 pages is the Community Business Development Partner’s more detailed instructions on the DBE process and Professional Service Contracts.

**PROFESSIONAL SERVICE REQUEST FOR PROPOSALS (RFP)**  
**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**  
**SPECIFICATIONS**  
**(US DOT and Milwaukee County Funded Projects)**

1. The successful consultant/service provider shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE\*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this contract.
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that contractor/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
  - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014) form; or
  - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the contractor/service provider must submit the Certificate of Good Faith Efforts (DBD-001 form) and all relevant documentation with their proposal.
3. The efforts employed by the contractor/service provider should be those that one could reasonably expect a contractor/service provider to take if the contractor/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)
4. In the event the CBDP Office determines that the contractor/service provider has failed to meet the GFE requirements, the contractor/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office  
City Campus, Room 830  
2711 West Wells Street  
Milwaukee, WI 53208

5. Prime contractor/service provider must submit with its proposal, the Sub-consultant Information Sheet (**DBD-002PS form**), a complete Commitment to Subcontract to DBE Firms (**DBD-014 form**); or if the contractor/service provider is not able to meet the DBE goal the Contractor / service provider must submit a complete Certificate of Good Faith Efforts (**DBD-001 form**) and

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\* The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under CFR 49 Part 26.

all relevant documentation. The Commitment to Subcontract to DBE Firms (**DBD-014 form**) must contain the following information (see **form DBD-014** for additional details):

- a. Names of DBE(s) firms(s) being considered for utilization.
  - b. Description of services that will be provided by the DBE(s).
  - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
6. When evaluating a contractor's proposed DBE commitment (**DBD-014PS form**), Milwaukee County reserves the right to request any documentation from both the prime contractor and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer.
7. The contractor/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office after contract award. These shall include, but not be limited to, DBE Utilization Reports, and other forms as directed. Failure to submit forms and reports as prescribed herein, will result in delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (8), below.
8. When evaluating the performance of this contract after contract execution, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime contractor/service provider and DBE sub-contractor(s), documentation that would indicate level of compliance. If the contractor/service provider is not in compliance with the specifications, the County will notify the contractor/service provider in writing of the corrective action that will bring the contractor/service provider into compliance. If the contractor/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
- a. Terminate or cancel the contract, in whole or in part.
  - b. Remove the contractor/service provider from the list of qualified contractor/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
  - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of contractor/service provider's bad faith.
  - d. If the contractor/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the contractor/service provider as determined under 49 CFR Part 26, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the contractor/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
9. **DBE Participation Goal:** Each prime contractor/service provider shall utilize DBE firms to a **minimum of 17%** of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014 form). Contractors/service providers receiving additional work on the

contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.

10. Contractor/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the Commitment to Subcontract to DBE Firms form and counted towards the DBE requirements on his project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by CBDP. The directory can be viewed at <http://county.milwaukee.gov>, do a search for "vendor", scroll down and double click on "Certified Vendor List" then click on the State of Wisconsin UCP Directory of Certified DBE Firms for the statewide listing, which includes Milwaukee County certified DBE firms. If you need additional assistance related to certified DBE firms, contact the CBDP Office at (414) 278-4747.
11. Prime contractor/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
12. Prime contractor/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
13. Listing a DBE on the Commitment to Subcontract to DBE Firms Form or Plan shall constitute a written representation and commitment that the prime contractor/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
14. Prime contractor/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime contractor/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
15. DBE Utilization Reports/Payment Applications After Contract Award. DBE Utilization Reports (**DBD-016 form**) must be submitted with the Payment Applications by the successful proposer after contract award. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

16. Final Payment Verification. The successful prime contractor/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018 form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
17. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

**MILWAUKEE COUNTY**  
**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE**  
**PROVISIONS GOVERNING GOOD FAITH EFFORTS**  
(Based upon 49 CFR Part 23 and 26, Appendix A, attached)

**1. COMMITMENT TO SUBCONTRACT WITH DBE FIRMS FORM (DBE-014PS) AND GOOD-FAITH EFFORTS CERTIFICATE (DBD-001PS).**

In the event you are the low bidder/successful proposer you will be so informed in writing promptly after bid/proposal opening/review. As indicated in the bid/RFP documents, within three (3) working days of being so notified, you must supply the Commitment to Subcontract with DBE Firms Form (DBD-014PS) which is included with the contract documents. This form is to establish that you have received from the listed DBE contractors signed commitments sufficient to satisfy the DBE goal for that project. If you indicate in this document that you have not met the DBE goal, your bid may be rejected as non-responsive. If you wish to ask for a waiver of the goal, you must submit the form entitled Certificate of Good-Faith Efforts, DBD-001PS at the time you submit the Commitment to Subcontract with DBE Firms Form.

**GOOD-FAITH EFFORT PROCEDURE.**

The DBD-001PS form constitutes your written request for a waiver from the goal, and is used by the contracting officer to determine whether you made a good-faith attempt to secure the services of DBE subcontractors. Review and complete it carefully. The contracting officer will review the completed form, and any attachments, and may contact companies listed as having been asked to submit bids and may take other steps to verify the information provided in the DBD-001 form. The contracting officer will give you a written response to your waiver request in writing, within three (3) working days of the date the DBD-001C form was submitted. If the waiver is denied, you have three (3) working days from the date you receive the denial in which to submit to the contracting officer a written request for an administrative hearing to challenge the denial. You will be notified promptly of the time and place of the hearing, which will occur within three (3) working days of the receipt of your request for such appeal. At the administrative hearing you may submit any information you have in support of your waiver application. You may be represented by counsel if you wish. The hearing officer will be a person who was not involved in evaluating your original bid. The hearing officer has discretion whether to consider any evidence, which was not previously submitted with, the DBD-001PS form for review by the contracting officer.

**GUIDELINES FOR ENGAGING IN GOOD-FAITH EFFORTS.**

Also included in this packet is Appendix A of 49 CFR 26 upon which form DBD-001PS is based. Review this carefully. This document sets forth the kind of activities that the county would reasonably expect of a contractor who was actively and aggressively seeking to engage DBE subcontractors. Both, the contracting officer and the administrative hearing officer(s) will be guided in their decisions by Appendix A and the contents of the bidder/proposer's DBD-001PS. At the administrative hearing the contracting officer will present the rationale for denying the waiver, and you will have an opportunity to present your case and rebut any statements or evidence. The burden of proof is on the bidder/proposer to convince the hearing officer that a good-faith waiver is warranted by the evidence. The hearing officer will promptly issue a written decision setting forth the basis for his or her decision. This decision is final.

**CONSEQUENCES OF YOUR FAILURE TO PRACTICE GOOD FAITH EFFORTS.**

If the hearing officer(s) determine(s) that your DBE participation effort lacked good faith efforts, the contracting department may reject your proposal.

If you have any questions about the good-faith effort process, please contact the Milwaukee County Community Business Development Partners (CBDP) Office at 414-278-5248.

**APPENDIX “A” TO 49 CFR PART 26  
GUIDANCE CONCERNING GOOD FAITH EFFORTS**

I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions Milwaukee County against requiring that a bidder/proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- F. Negotiating in good faith with interested DBEs.



(1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service providers contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.

I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.

J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

**MILWAUKEE COUNTY  
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP)  
OFFICE  
CERTIFICATE OF GOOD FAITH EFFORTS**

The intent of this certification is to document the good faith efforts implemented by the apparent successful consultant/service provider in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the apparent successful consultant/service provider has implemented comprehensive good faith efforts.

Failure to implement “good faith” efforts to the satisfaction of Milwaukee County could result in the rejection of the proposal.

I, \_\_\_\_\_, do hereby acknowledge that I am the \_\_\_\_\_ of \_\_\_\_\_, who has been identified as the apparent successful consultant/service provider on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)


I hereby certify that I have utilized comprehensive “good faith” efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

**A. Identifying Subcontract Work Items**

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

**1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?**


**B. Notifying DBE Firms of Contracting Opportunities**

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

<b>Company Contacted</b>	<b>Date of Written Notification</b>	<b>DBE (Yes/No)</b>	<b>Date of Follow-up Telephone Call</b>

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

<b>Published Announcement/Publication (please describe)</b>	<b>Date</b>

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

<b>DBE Association/Organization</b>	<b>Date of Notification</b>	<b>Contact Person</b>	<b>Date of Follow-Up Call</b>

5. Were the services of the Milwaukee County’s Community Business Development Partners (CBDP) Office used to assist in the recruitment of DBE firms?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: telephone \_\_\_\_\_ written correspondence \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

**C. Providing DBEs With Assistance**

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:


**7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County or the contractor:**


**8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.**


D. Soliciting Proposal/Quotes From Interested DBE Firms

Contractors must solicit proposal/quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by contractors without sound justification.

**9. Indicate in the table below which DBE firms submitted quotes on the contract proposal. Also, provide a brief explanation of why any of these DBE project quotes were rejected. Please attach additional pages(s) if necessary.**

Name/Address/Contact Person of DBE Firm	Work Quoted and Explanation for Rejecting Quotes

10. Other comments you want Milwaukee County to consider:

--


**NOTE:** The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners (CBDP) Office and CBDP may request the Contractor to submit information on certain other actions taken to secure DBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN )

) ss

COUNTY OF \_\_\_\_\_ )

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: \_\_\_\_\_

Bidder/Authorized Representative

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

**GOOD-FAITH EFFORTS WAIVER DENIAL  
REQUEST FOR ADMINISTRATIVE HEARING**

Your request for a good faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return to the Community Business Development Partners (CBDP) Office no later than 5:00 PM on \_\_\_\_\_. A faxed request may be sent to (414) 223-1958.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and Commitment to Subcontract with DBE Firms forms, must be submitted to the CBDP at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver request.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who was not involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, a postponement of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

**THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_,  
\_\_\_\_\_, HEREWITH  
REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE  
COMPANY'S GOOD-FAITH EFFORTS WAIVER REQUEST.**

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
COMMITMENT TO SUBCONTRACT TO DBE FIRMS FORM  
ADDITIONAL INSTRUCTIONS/REQUIREMENTS**

**INSTRUCTIONS:**

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.
3. If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.

**ADDITIONAL INFORMATION/REQUIREMENTS:**

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE.

*By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.*  
**VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.**

4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.
6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT (414) 278-5248

DBD-014

Revised 03/05/04



**DISADVANTAGED BUSINESS ENTERPRISE  
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT\***

NAME OF CONSULTANT \_\_\_\_\_ TELEPHONE NO. ( ) \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ (ZIP CODE) \_\_\_\_\_  
 PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_  
 TOTAL CONTRACT \$ AMT \_\_\_\_\_ TOTAL CONTRACT PAYMENT YTD \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_  
 TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT YTD \$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_ \*\*  
 COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_  
 REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ 200 \_\_\_\_\_ FINAL REPORT: ( ) Yes ( ) No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

NAME OF DBE FIRM	SUB-CONTRACT \$ AMOUNT	WORK/SERVICE PERFORMED	AMT. OF PAYMENTS THIS PERIOD	AMT. OF PAYMENTS TO DATE	REMAINING BALANCE

Report Prepared by: \_\_\_\_\_ Approved by: \_\_\_\_\_  
 (Name & Title)

\*Directions for completion of report - see reverse side  
 \*\*If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

This report must be submitted with each payment application.

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subcontractants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subcontractants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subcontractant for the period being reported.
19. The total dollar amount paid to each DBE subcontractant to date (cumulative). As an example--if the report covers the first payment to a DBE subcontractant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subcontractant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

**THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED**

**IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248**

D-016PS FORM

Rev. 03/05/04

**PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION**

**“DBE” SUBCONSULTANT PAYMENT CERTIFICATION**

**This form must be attached to the final Certificate for Payment Request by Primary Contractor/Consultants.**

County Department Issuing Contract/Project \_\_\_\_\_

Contract/Project Title \_\_\_\_\_

**DBE Firm:** \_\_\_\_\_

**Project No.** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**\*SECTION (A) DBE COMPANY COMPLETES IF FINAL PAYMENT 

<b>HAS</b>
------------

 BEEN RECEIVED**

I hereby certify that our firm received \$ \_\_\_\_\_ total payment for subcontract work on the above reference Milwaukee County project or contract.

Date \_\_\_\_\_, 20\_\_

**\*SECTION (B) BOTH PRIME CONTRACTOR AND DBE COMPANY COMPLETE IF FULL PAYMENT 

<b>HAS NOT</b>
----------------

 BEEN MADE TO DBE SUBCONTRACTORS AND A BALANCE REMAINS TO BE PAID.**

I hereby certify that our firm has paid to date a total of \$ \_\_\_\_\_ and will pay the balance of \$ \_\_\_\_\_ to \_\_\_\_\_ upon receipt of payment from Milwaukee County for subcontract work on the above referenced project.

Date \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Prime Contractor's Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Subcontractor Signature)

\_\_\_\_\_  
(Print Name & Title)

**MANAGEMENT SERVICES**

**SECTION 7**

**APPENDICES**

## **SECTION 7. APPENDICES**

- Department of Audit Hotline Flyer



## MILWAUKEE COUNTY GOVERNMENT

# H O T L I N E

**Ph: (414) 93-FRAUD – Fax: (414) 223-1895  
(933-7283)**

**Write: Department of Audit Hotline- 2711 W. Wells St., 9<sup>th</sup> Floor, Milwaukee, WI 53208  
Website: [my.execpc.com/~milcoaud](http://my.execpc.com/~milcoaud)**

**A service of the Milwaukee County Department of Audit**

**For Reporting:**

- **Concerns over inefficient Milwaukee County government operations**
- **Incidents of fraud or waste in County government**
- **Ideas for improving efficiency and/or effectiveness of services**

**CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES**

**----- Other Numbers -----**

<b>Milwaukee County:</b>		<b>Sheriff's Department -</b>	
<b>Aging - Elder Abuse Helpline</b>	<b>289-6874</b>	<b>Community Against Pushers</b>	<b>273-2020</b>
		(Anonymous Drug Reporting)	
<b>Child Support - TIPS Hotline</b>		<b>Guns Hotline</b>	<b>278-4867</b>
<b>(Turn in Parents for Support)</b>	<b>278-5222</b>	<b>W-2 Fraud</b>	<b>289-5799</b>
<b>District Attorney -</b>		<b>City of Milwaukee:</b>	
<b>Consumer Fraud Unit</b>	<b>278-4585</b>	<b>Fraud Hotline</b>	<b>286-3440</b>
<b>Public Integrity Unit</b>	<b>278-4645</b>		
		<b>State of Wisconsin:</b>	
<b>Mental Health -</b>		<b>Child Abuse or Neglect Referrals</b>	<b>220-7233</b>
<b>Crisis Hotline</b>	<b>257-7222</b>		
<b>Crisis Hotline (TTY/TDD)</b>	<b>257-6300</b>	<b>Federal:</b>	
		<b>Food Stamp Fraud</b>	<b>1-800-424-9121</b>
		<b>Medicare Fraud</b>	<b>1-800-447-8477</b>
		<b>NEW! Stimulus Package Fraud</b>	<b>1-800-424-5454</b>

(4/6/09)