MILWAUKEE COUNTY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Housing Division

Farwell Housing Supportive Services

YEAR 2013
REQUEST FOR PROPOSAL
PURCHASE OF SERVICE GUIDELINES

Issued March 11, 2013
Proposal due 4:00 PM CDT, Thursday, March 28, 2013

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Milwaukee County

March, 2013

To: Community Agencies, Organizations and Interested Parties

The Milwaukee County Department of Health and Human Services (DHHS), Housing Division, invites community agencies and organizations to participate in the RFP process by submitting proposals for the following human services program to be purchased in the year 2013:

Farwell Housing Supportive Services

Proposal materials (*Program Requirements* and *Technical Requirements*) will be available in electronic format beginning **Monday, March 11, 2013** from:
http://county.milwaukee.gov/DHHS_bids

All proposals for funding in response to this RFP must be received by the Department of Health and Human Services no later than 4:00 p.m. CDT on **Thursday, March 28, 2013**. 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.

Proposals may be mailed or delivered to:

Marcia P. Coggs Human Services Center
Attn: Dennis Buesing, RFP Manager
Room 300
1220 West Vliet Street
Milwaukee, WI 53205

Following the proposal review process outlined in the *Technical Requirements,* contract award recommendations will be presented for approval to the County Board Committee on Health and Human Needs. The County Board of Supervisors may reject the funding recommendations and ask for an additional review and scoring of proposal(s), or require a re-issuance of the RFP for the program(s) being recommended. The County Executive may veto, in part, or whole, the County Board's action.

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

Program information:
Stacey Bielski, Special Needs Housing Manager, (414) 257-7512

Technical Requirements (questions about proposal submission requirements):
James Sponholz, Contract Administration (414) 289-5778
Sumanish Kalia, CPA, Contract Administration (414) 289-6757

Fiscal/budget questions: Sumanish Kalia, Contract Administration (414) 289-6757

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

Sincerely,

Héctor Colón
Director
Milwaukee County Department of Health and Human Services

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HOUSING DIVISION

SECTION 1:

INTRODUCTION

1. INTRODUCTION

Welcome to the Year 2013 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, Delinquency and Court Services, Disabilities Services, Housing, and Management Services Divisions. The programs for purchase are described in the *Year 2013 Purchase of Service Guidelines: Program Requirements.*

The DHHS RFP process begins with the mailing of an ”Interested Parties” letter to all current contractors and interested parties on the DHHS mailing list maintained by Contract Administration, and the publication of media announcements in five community newspapers.

Proposals will be accepted **only** for the programs described as accepting proposals in the *Year 2013 Purchase of Service Guidelines: Program Requirements*, Section 5. The RFP information is organized into SEVEN (7) separate sections plus appendices. Instructions and forms are included in most sections; forms can also be found on the Contract Administration web page at:

http://county.milwaukee.gov/DHHS_bids

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

http://www.county.milwaukee.gov/Corrections22671.htm

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

ALL PROPOSALS WILL BE REVIEWED AND SCORED AS DESCRIBED IN THE “OVERVIEW OF PROPOSAL REVIEW PROCESS” FOUND IN PART 4 OF THE TECHNICAL REQUIREMENTS unless evaluation criteria is identified with Program Description in Section 5.

HOUSING DIVISION

SECTION 2:

RFP INFORMATION

2. RFP INFORMATION

This RFP is for on-site services at the Farwell Studio Apartments permanent supported housing development. These services are designed to assist Milwaukee County Behavioral Health Division consumers with maintaining their individual housing unit and coordinate services with case management. Proposers should note that the Farwell Studio Apartments are undergoing major renovation by Cardinal Capital. As part of the overall renovation process, the Housing Division is seeking to upgrade all services provided at the site.

The Manager for this RFP is Mr. Dennis Buesing, Contract Administrator.

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

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 on or before **March 15, 2013. All questions must cite the appropriate RFP section and page number.** In addition, all questions should also be submitted via email to dennis.buesing@milwcnty.com.

It is the intent of DHHS that these questions will be answered and posted on: http://county.milwaukee.gov/DHHS_bids on or before **March 19, 2013**.

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 party letter (refer to page iii 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://www.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 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 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.

ESTIMATED TIMETABLE FOR RFP

The key RFP dates are outlined in the table below titled "RFP Schedule." In the event that DHHS finds it necessary to change any of the specific dates and times in the calendar of events, it will do so by issuing an addendum to this RFP **which will be posted at: http://www.county.milwaukee.gov/Corrections22671.htm**

Proposals are due by **4:00 PM CDT** on **Thursday, March 28, 2013.**

RFP Schedule

RFP Milestones	Completion Dates
RFP issue date	March 11, 2013
Written question submission date	March 15, 2013
Written Q&A posted to website	March 19, 2013
Written Proposals due	March 28, 2013; 4:00 PM CDT
Health & Human Needs Committee	May 15, 2013
County Board Meeting	May 23, 2013
Projected Contract Start Date	June 1, 2013

SUBMITTING THE PROPOSAL

All proposals for funding **must be received** by the DHHS **no later than 4:00 p.m. CDT on Thursday, March 28, 2013.** Late proposals will be rejected. Proposals for all DHHS divisions must be mailed or delivered to: Milwaukee County DHHS, Contract Administration, 1220 West Vliet Street, Suite 300, Milwaukee WI 53205.

All proposals 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, with each requested item on a separate page. Proposals do not need to be submitted in binders, however each copy should be secured with a binder clip or other securement (please avoid using rubber bands to secure individual copies). **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 (p. iii) affiliated with the Division with which you are applying. In the case 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 proposal, 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 proposal may be removed from consideration.

In addition, electronic budgets are to be sent to: dhhsca@milwcnty.com by the submittal deadline.

This program is up for competitive, panel review: Submit one original plus **four** copies of the complete proposal on three-hole punched paper.

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 due 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 due 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

Contractor shall begin work on June 1, 2013 and terminate December 31, 2013, unless the Contract is otherwise renewed or extended, or it is indicated otherwise in the Program Requirements.

DHHS shall have the option of extending any contract for two additional one-year periods under the same terms and conditions, and upon mutual consent of DHHS and the Contractor, for all proposals up for competitive bid in this RFP.

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.

Living Wage: Milwaukee County has a goal that all Purchase of Service contractors pay a Living Wage of no less than $9.27 per hour to all full-time skilled and unskilled workers employed in any work performed as part of a Milwaukee County purchase contract. While not a requirement, payment of a living wage will be one of the criteria upon which Proposers shall be evaluated in the review and scoring of proposals.

RFP Document: Proposals submitted by an agency become the property of Milwaukee County at the point of submission. For agencies awarded a contract, the proposal material is placed in an agency master file that becomes part of the contract with DHHS. It will become public information, and will be 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 proposal is considered a "draft" and is not subject to the open records law except to the appellant to the award, subject to the proprietary information restriction as detailed below.

For agencies not awarded a contract, proposal material will be handled as detailed in Section 3, 3.6.

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 proposer’s responsibility to defend the determination in the event of an appeal or litigation.

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

Any materials submitted by the proposer in response to this RFP that the Proposer 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. (*see appendices*) 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.

HOUSING DIVISION

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. In the event that none of the Proposals meet one or more of the specified requirements, the DHHS reserves the right to continue the review and scoring 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 RFP may be rejected by DHHS. DHHS may request reports on a Proposer's financial stability and if financial stability is not substantiated, Milwaukee DHHS may reject a proposal. DHHS retains the right to accept or reject any or all proposals, or to accept or reject any part of a proposal if it is deemed to be in the best interest of DHHS. DHHS shall be the sole judge as to compliance with the instructions contained in this RFP.

REQUEST FOR PROPOSAL REVIEW AND SCORING:

Accepted Proposals will be reviewed and scored by the respective DHHS Departments. A panel of community experts, consumers and county staff will be composed to verify that the proposals meet all specified requirements. This verification may include requesting reports on the Proposer's financial stability, conducting demonstrations of Proposer's proposed products and services, and reviewing results of past awards to the Proposer by Milwaukee County. Accepted Proposals will be reviewed by a Review and scoring Panel and scored against the stated criteria. **A Proposer may not contact any member of the review panel 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 references and use the results in scoring the Proposals. However, DHHS reserves the right to make a final selection based solely upon review and scoring of the written Proposals should it find it to be in its best interest to do so.

Proposals are evaluated against the review and scoring criteria as indicated in 3.2. Review Panel 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. In addition, the division administrator or a panel of his designees may call in the most responsive, responsible proposers, as determined by the Review Panel scoring, for final negotiations, and the recommendation to the Standing Committee will reflect that negotiation. The Milwaukee County Board of Supervisors may reject the department's recommendations and ask for an additional review and scoring 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 review and scoring panel will be the sole determiner of the 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. Review Panel can ask for oral presentations to supplement written proposal, if it will assist review and scoring 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. **The Proposer is responsible for any Proposal inaccuracies, including errors in the budget and any best and final offer (if applicable)**. The DHHS reserves the right to waive RFP requirements or gain clarification from a Proposer, in the event that it is in the best interest of the DHHS to do so.

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

3.2 REVIEW AND SCORING CRITERIA

Proposals submitted in response to this RFP will be evaluated per the process and criteria detailed in Part 4 of Technical Requirements (**Section 4**).

3.3 RIGHT TO REJECT PROPOSALS

The DHHS reserves the right to reject any and all Proposals. This RFP does not commit the DHHS 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 DHHS's intent to award or not award a contract 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 DHHS.**

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 DHHS 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
Milwaukee, WI 53205

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

3.5 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 review and scoring 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 St. Suite 301
Milwaukee, WI 53205

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 Héctor Colón, Director, Department of Health and Human Services, 1220 W. Vliet St., Suite 301, Milwaukee, WI 53205, and received in his office no later than five (5) working days from the date of receipt 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 DHHS to do so.

3.6 TIME PERIOD FOR RETENTION OF UNSUCCESSFUL PROPOSAL AND SCORING:

DHHS will retain all unsuccessful proposals for seven years after the period of appeal has passed. The detailed and summary proposal review scoring sheets will be retained per Milwaukee County retention policy.

HOUSING DIVISION

SECTION 4:

TECHNICAL REQUIREMENTS

4. TECHNICAL REQUIREMENTS

These requirements are for submitting a proposal to DHHS. The DHHS reserves the right to add terms and conditions to the RFP as necessary.

This section contains mandatory requirements that 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.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By signing and submitting a 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 RFP:

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 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 opening in the case of an advertised RFP or prior to award in the case of a negotiated procurement, 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 shall be deemed as certification of compliance with all terms and conditions outlined in the RFP unless clearly stated otherwise in the attached “Statement of Deviations and Exceptions” (*see Appendices*). 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, on the attached “Statement of Deviations and Exceptions” (*see Appendices*) and attached to the Cover Letter (*item 2*). 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.

Part 1: AGENCY PROPOSAL

INSTRUCTIONS and FORMS

2013 PURCHASE OF SERVICE PROPOSAL CONTENTS – I. INITIAL SUBMISSION

This proposal contents sheet must be attached immediately after the proposal summary sheet (item #1)

Technical Requirements Item #	Item Description	Proposal: Check each Item Included	Proposal: Page # of Proposal
INTRODUCTION			
1	Proposal Summary Sheet		
	Proposal Contents		
2	Cover Letter		
Part 1 – AGENCY PROPOSAL			
3	Authorization To File		
4	Agency Description and Assurances		
5	Board Of Directors, Owners, Stockholders Demographic Summary		
6	Ownership, Independence, and Governance		
7	Owners/Officers		
8	Mission Statement		
9	Agency Organizational Chart		
10	Agency Licenses and Certificates		
11	Indemnity, Data And Information, and HIPAA Compliance Statement		
13	Related Organization/Related Party Disclosure		
14	Employee Hours-Related Organization Disclosure		
15	Conflict Of Interest & Prohibited Practices Certification		
16	Equal Employment Opportunity Certificate		
17	Equal Opportunity Policy		
18	Audit Fraud Hotline		
19	Certification Statement Regarding Debarment And Suspension		
20	Additional Disclosures		
21	Certification Regarding Compliance With Background Checks – Children & Youth		
22	Certification Regarding Compliance With Background Checks - Caregiver		
23	Promotion of Cultural Competence		
25	Emergency Management Plan		
Part 2 – BUDGET AND OTHER FINANCIAL INFORMATION			
26	IRS Form 990 For Non-Profit Agencies		
27	Certified Audit/Board Approved Financial Statement		
28	Electronic versions of: Form 1 (Program Volume Data)		
	Form 2 and 2A		
	Form 2B		
	Form 3 and 3S (Anticipated Program Expenses)		
	Form 4 and 4S (Anticipated Program Revenue)		
	Form 5 and 5A		
	Form 6-6H		

Part 3 –PROGRAM PROPOSAL

Technical Requirements		Proposal	
Item #	**Item Description**	**Check each Item Included**	**Page # of Proposal**
Part 3 –PROGRAM PROPOSAL			
29	Program Organizational Chart		
30a	Program Logic Model		
30b	Program Narrative		
30c	Experience Assessment For Agency		
30d	Experience Assessment For Agency Leadership		
31	Provider Proposal Site Information		
32	Staffing Plan		
33	Staffing Requirements		
34	Personnel Roster/Certification of Provider Credentials		
35	Accessibility		
37	Client Characteristics Chart		

Part 4 - OVERVIEW OF PROPOSAL REVIEW PROCESS, PROPOSAL REVIEW AND SCORING CRITERIA

Overview Of Proposal Review Process
Proposal Review and Scoring Criteria

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

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

II. FINAL SUBMISSION

After completion of the proposal review and upon receiving notice of a contract award, funded agencies are required to submit the following proposal items (if nothing has changed from initial submission, re-date and resubmit):

Item #	Item Description
1	Proposal Summary Sheet
12	Insurance Certificate
28	Budget Forms 1, 2, 2A, 2B, 3, 3S, 4, 4S, 5, 5A, and 6-6H
34	Personnel Roster/Certification of Provider Credentials

Final submissions are due by 4:30 p.m., May 17, 2013, and must be mailed or delivered to:

Milwaukee County DHHS
Contract Administration
1220 West Vliet Street, Suite 300
Milwaukee WI 53205

Final budget spreadsheet should be emailed to: dhhsca@milwcnty.com

IV. CIVIL RIGHTS COMPLIANCE PLAN OR LETTER OF ASSURANCE

All Proposers who are awarded contracts who do not have a current plan in place and on file with DHHS must complete and submit ***Item 24***, Civil Rights Compliance Plan (CRCP), within 120 days of effective date of contract. The effective date of contracts, unless indicated otherwise, will be June 1st, 2013, making CRCPs due no later than 4:30 p.m. on September 30th, 2013.

V. DEPARTMENT OF HEALTH AND HUMAN SERVICES QUALITY ASSURANCE

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 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.

SAMPLE COVER LETTER *ITEM # 2*

(ON PROPOSER LETTERHEAD)

DATE:

Mr. Héctor Colón, Director
Milwaukee County Department of Health and Human Services
1220 West Vliet Street, Room 301R
Milwaukee, WI 53205

Dear Mr. Colón:

I am familiar with the *"Year 2013 Purchase of Service Guidelines: Program and Technical Requirements"* set forth by the Milwaukee County Department of Health and Human Services and am submitting the attached proposal which, to the best of my knowledge, is a true and complete representation of the requested materials.

Sincerely,

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

YEAR 2013 PROPOSAL SUMMARY SHEET *ITEM # 1*

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 to Mo/Day/Year)

Please complete the following information for each 2013 program proposed in your proposal. Program name, and if applicable, a program number must be assigned to each program. This proposal must include programs from only one division. In order to apply for programs from more than one division, a separate, complete proposal must be submitted for each division.

Division: BHD____ DCSD___ DSD___ MSD___ Housing_X_ Wraparound___

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

A. Program Number:__H-011____Program Name: Farwell Studio Apartments HSS
Continuation____ New_____X____

2012 Funding: _____ 2013 Request:_____
Site(s):
(1) _____ (3) _____
(2) _____ (4) _____

THIS SHEET MUST BE ATTACHED TO THE TOP OF THE PROPOSAL PACKAGE.
PLEASE DUPLICATE AS NEEDED. PLEASE USE A SEPARATE SHEET FOR EACH DHHS DIVISION FOR WHICH YOU ARE SUBMITTING PROPOSALS,AS WELL AS A SEPARATE SHEET FOR EACH PROGRAM WITHIN EACH DIVISION FOR WHICH YOU ARE APPLYING

YEAR 2013 AUTHORIZATION TO FILE RESOLUTION *ITEM #3*

(Applicable for Non-Profit and For-Profit Corporations Only)

PLEASE NOTE: Proposals cannot be recommended for funding to the Milwaukee County Board until the Authorization to File is completed and received by DHHS Contract Administration.

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 a proposal for the Year 2013 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 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 2013 Purchase of Service Contract(s).

Name: _____ (Signature of the Secretary of

the Board of Directors) Date: _____

Printed Name: _____

YEAR 2013 AGENCY DESCRIPTION AND ASSURANCES

ITEM # 4

Please check all the statements below that describe your business entity:

☐ Corporation ☐ Partnership/Joint Venture ☐ Service Corporation (SC)
☐ For-Profit ☐ Limited Liability Company (LLC) ☐ Sole Proprietorship
☐ Non-Profit ☐ Single Member LLC ☐ Individual Credentialed Provider

The agency has on file and agrees to make the following documents available for review upon request by DHHS.

____ Articles of Incorporation *(applicable for Corporations only)*

_____ Operating Agreement *(applicable for LLC only)*

____ Bylaws *(applicable for Corporations only)*

____ Personnel Policies

____ A client grievance procedure informing clients covered under DHS 94 of their rights and identifying the process clients may use to enforce those rights. The procedure is in compliance with Wisconsin Statute §51.61 and Wisconsin Administrative Code DHS 94.

____ Audit Hotline Policy (see item 18)

____ Accounting Policies and Procedure Manual in compliance with General Accepted Accounting Principles (GAAP) and the Wisconsin Department of Health and Family Services (DHFS) allowable cost policies.

____ Agency billing procedure, in compliance with DHS 1, regulating billing and collection activities for care and services provided by the agency and purchased by Milwaukee County.

____ A 'whistleblower' policy and procedure that enables individuals to come forward with credible information on illegal practices or violations of organizational policies. This policy must specify that the organization will not retaliate against individuals who make such reports.

____ A conflict of interest policy and procedure to ensure all conflicts of interest, or appearance thereof, within the agency and the Board of Directors (if applicable) are avoided or appropriately managed through disclosure, recusal, or other means. At a minimum, the policy should require full written disclosure of all potential conflicts of interest within the organization.

____ A code of ethics policy, which outlines the practices and behaviors expected from trustees, staff, and volunteers. The code of ethics policy shall be adopted by the board and shall be disseminated to all affected groups as part of orientation and updated annually.

_____ An emergency policy, which outlines the policies and procedures to be prepared for an emergency such as a tornado, blizzard, electrical blackout, pandemic influenza, or other natural or man-made disaster. Provider shall develop a written plan, to be retained in the Provider's office, that addresses:

1. The steps Provider has taken or will be taking to prepare for an emergency;
2. Which, if any, of Provider's services will remain operational during an emergency;
3. The role of staff members during an emergency;
4. Provider's order of succession and emergency communications plan; and
5. How Provider will assist Participants/Service Recipients to individually prepare for an emergency.

Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs are actively encouraged to develop an individualized emergency preparedness plan and shall assure at-risk Participants/Service Recipients have been offered any assistance they might require to complete the plan.

____ Occupancy Permit and/or other permits required by local municipalities, as applicable, for services being provided.

Agency agrees to submit 2 original copies of a certified audit report, performed by an independent certified public accountant licensed to practice by the State of Wisconsin, in compliance with the audit requirements of the Purchase of Service Contract.

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

<u>Items 5, 6, & 7 partially comprise the points scored under Administrative Ability</u>
Item 5 partially comprises the points scored under Cultural Diversity and Cultural Competence

ITEM # 5

YEAR 2013 BOARD OF DIRECTORS/AGENCY OWNERS/STOCKHOLDERS

DEMOGRAPHY SUMMARY

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.

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.*

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 2013 BOARD OF DIRECTORS OWNERSHIP, INDEPENDENCE, COMPENSATION, AND GOVERNANCE (Applicable to for-profit and nonprofit Corporations Only)

Please list the current board members and indicate the office title, term, percentage of ownership interest (applicable for for-profit corporations only), amount of prior year's distributions or dividends (applicable for for-profit corporations only), whether the board member receives any compensation from the agency, and whether the board member can be considered independent. "Independent" board members include individuals (1) who are not compensated by the organization as an employee or independent contractor; (2) whose compensation is not determined by individuals who are compensated by the organization; (3) who do not receive, directly or indirectly, material financial benefits from the organization except as a member of the charitable class served by the organization; and (4) who are not related to (as a spouse, sibling, parent or child), or do not reside with, any individual described above.

In addition, a resume must be submitted for each board member. The resume should include the board member's name, education and experience but should exclude identifying information such as social security numbers, addresses, D.O.B and marital status.

Board Member Name	Office Title	Term	% Owner-ship	Amount Distributions/ Dividends ($)	Compen-sated? (Yes/No)	Independent? (Yes/No)	Resume Attached

Are positions of Agency Head (e.g. President, Chief Executive Officer, Executive Director, etc.), Board Chair, and Treasurer held by separate individuals?

☐ Yes
☐ No

If agency is a **non-profit** corporation with fewer than five board members, explain the rationale for the number of board members, and indicate what, if any, compensatory controls are in place to mitigate self-dealing and other potential abuses by the Board.

Board Committees/ Advisory Committees

Committee Name	Committee Purpose

The Board of Directors' 2013 meetings for the agency will be held on the following dates:

January	May	September
February	June	October
March	July	November
April	August	December

Contractor agrees to retain Board of Directors' meeting minutes for a period of at least four (4) years following contract termination and agrees to provide Milwaukee DHHS access to the meeting minutes upon request.

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

YEAR 2013 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	Status	Office Title	% Owner-ship	Amount of Distributions/ Dividends ($)	Total Compensation ($)*
	☐Stockholder/Owner/LLC Member/ Partner (for profit only) ☐ Officer/LLC Manager (for profit only) ☐ Officer (non profit only)				
	☐Stockholder/Owner/LLC Member/ Partner (for profit only) ☐ Officer/LLC Manager (for profit only) ☐ Officer (non profit only)				
	☐Stockholder/Owner/LLC Member/ Partner (for profit only) ☐ Officer/LLC Manager (for profit only) ☐ Officer (non profit only)				
	☐Stockholder/Owner/LLC Member/ Partner (for profit only) ☐ Officer/LLC Manager (for profit only) ☐ Officer (non profit only)				
	☐Stockholder/Owner/LLC Member/ Partner (for profit only) ☐ Officer/LLC Manager (for profit only) ☐ Officer (non profit only)				
	☐Stockholder/Owner/LLC Member/ Partner (for profit only) ☐ Officer/LLC Manager (for profit only) ☐ Officer (non profit only)				

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

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

Item 8 comprises the points scored under Mission

YEAR 2013 AGENCY MISSION STATEMENT

ITEM # 8

Agency: _____

Submit your agency's Mission Statement.

AGENCY ORGANIZATIONAL CHART

ITEM # 9

Submit an organizational chart of the agency detailing each major department or program.

AGENCY LICENSES AND CERTIFICATIONS

ITEM # 10

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

YEAR 2013 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. All Contractors shall have internet access, an email address, and shall utilize Microsoft Excel 2000 or newer, or shall use applications which are exportable/convertible to Excel.

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: _____

Printed Name: _____Title: _____

Agency: _____

INDEMNITY & INSURANCE

A. Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its 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 or Subcontractor(s) or Independent Service Providers, which may arise out of or are connected with the activities covered by this Agreement.

B. Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board members and volunteers. Such evidence shall include insurances covering Workers' Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below. Contractor must obtain all required coverage or confirm that applicable coverage has been obtained by County approved Independent Service Provider(s) or approved Subcontractor(s).

C. Automobile insurance that meets the Minimum Limits as described in this Contract is required for all agency vehicles (owned, non-owned, and/or hired). In addition, if any employees or agents of Contractor will use personal vehicles for any purpose related to the provision of covered services under this Contract, or any other agreement with the DHHS, Contractor shall have Automobile Liability Insurance that meets the Minimum Limits for non-owned and/or hired autos as described in this Contract.

Contractor hereby certifies that Contractor's Direct Service Providers who use personal vehicles for any purpose related to the provision of Covered Services have in effect insurance policies in companies licensed to do business in the State of Wisconsin providing protection against all liability, including public liability and property damage, arising out of the use of their automobiles during the course of their employment. Contractor further certifies that said Direct Service Providers have a Driver's License valid in the state of Wisconsin.

D. 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.

E. It being further understood that failure to comply with insurance requirements may result in suspension:

TYPE OF COVERAGE	MINIMUM LIMITS
Wisconsin Workers' Compensation or Proof of all States Coverage	Statutory
Employer's Liability	$100,000/$500,000/$100,000
Commercial General and/or Business Owner's Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	$1,000,000 - Per Occurrence $1,000,000 - General Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	$1,000,000 Per Accident Per Wisconsin Requirements
Professional Liability	
To include Certified/Licensed Mental Health and AODA Clinics and Providers	$1,000,000 Per Occurrence $3,000,000 Annual Aggregate
and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	As required by State 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 Occurrence/Claim $3,000,000 Annual Aggregate
Other Licensed Professionals	$1,000,000 Per Occurrence $1,000,000 Annual aggregate or Statutory limits whichever is higher

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

F. 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.

G. A Waiver of Subrogation for Workers' Compensation by endorsement in favor of Milwaukee County is also required. A copy of the endorsement shall be provided to DHHS.

H. Contractor shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Department of Health and Human Services 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 Contractor'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 B26
Milwaukee, WI 53205

I. If Contractor's Professional Liability 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, Contractor 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 Contractor.

J. Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

K. 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.

L. 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

The insurance requirements contained in this Agreement are subject to periodic review and adjustment by the County Risk Manager.

YEAR 2013 RELATED PARTY DISCLOSURES

ITEM # 13

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 2010, 2011, and 2012 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2010 Wages	2011 Wages	2012 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

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

FORM 2C - YEAR 2013 EMPLOYEE HOURS - RELATED ORGANIZATION DISCLOSURE *ITEM # 14*

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 Proposer 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: _____

YEAR 2013 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES

ITEM # 15

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 of 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 RFP 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 RFP.

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

YEAR 2013 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS *ITEM # 16*

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),(Hence forth 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 afore stated 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 non segregated 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 9th Floor, 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 years 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 _____

YEAR 2013 EQUAL OPPORTUNITY POLICY

ITEM # 17

_____is in compliance with the equal opportunity policy and standards of 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 (See flyer under Appendices). 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.

Certifies that the copies of Audit Hotline poster will be posted at prominent locations within our organization upon effective date of awarded contract.

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

CERTIFICATION STATEMENT

DEBARMENT AND SUSPENSION

The Proposer certifies to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or 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 # 20

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.

Authorized Signature: _____ Date: _____

Printed Name: _____Title: _____

Agency: _____

RESOLUTION REGARDING FILE 99-233 REQUIRING BACKGROUND CHECKS FOR AGENCIES SERVING YOUTH

Proposer certifies that it will comply with the provisions of the Milwaukee County Resolution Requiring Background Checks, File No. 99-233. Agencies under contract shall conduct background checks at their own expense.

RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HEALTH AND HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO CHILDREN AND YOUTH

Provisions of the Resolution requiring criminal background checks for current or prospective employees of DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements providing **direct care and services to Milwaukee County children and youth** were initially passed by the County Board in September, 1999.

In May, 2000, the County Board adopted a modification of the resolution that separates individuals who have committed crimes under the Uniform Controlled Substances Act under Chapter 961 Wisconsin Statutes from the felony crimes referenced in the original Resolution and those referenced under Chapter 948 of the Statutes.

The Resolution shall apply only to those employees who provide direct care and services to Milwaukee County children and youth in the ordinary course of their employment, and is not intended to apply to other agency employees such as clerical, maintenance or custodial staff whose duties do not include direct care and services to children and youth.

1. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they have a written screening process in place to ensure background checks, extending at least three (3) years back, for criminal and gang activity, for current and prospective employees providing direct care and services to children and youth. The background checks shall be made prior to hiring a prospective employee on all candidates for employment regardless of the person's place of residence.

2. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they are in compliance with the provisions of the Resolution; that the statement shall be subject to random verification by the DHHS or its designee; and, that the DHHS or its designee shall be submitted, on request, at all reasonable times, copies of any or all background checks performed on its employees pursuant to this Resolution.

3. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which do not submit to the DHHS or its designee, copies of any or all background checks, on request, at all reasonable times, pursuant to this Resolution, shall be issued a letter of intent within 10 working days by the DHHS or its designee to file an official 30-day notice of termination of the contract, if appropriate action is not taken by the contract agency towards the production of said documents.

4. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall perform criminal background checks on current employees who provide direct care and services to children and youth by January 31, 2001 and, after 48 months of employment have elapsed, criminal background checks shall be performed every four (4) years within the year thereafter.

5. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall hire prospective employees after January 31, 2001 conditioned on the provisions

stated above for criminal background checks and, after four (4) years within the year thereafter, and for new employees hired after January 31, 2001.

6. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of one or more of the following offenses shall notify the DHHS or its designee immediately. Offenses include: homicide (all degrees); felony murder; mayhem; aggravated and substantial battery; 1st and 2nd degree sexual assault; armed robbery; administering dangerous or stupefying drugs; and, all crimes against children as identified in Chapter 948 of Wisconsin Statutes.

7. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any other offense not listed in Number 6 shall notify the DHHS or its designee immediately. Offenses include but are not limited to: criminal gang member solicitations; simple possession; endangering public safety; robbery; theft; or, two (2) or more misdemeanors involving separate incidences within the last three (3) years.

8. DHHS contract agency employees and employees of agencies/organizations with which the DHHS has reimbursable agreements who provide direct care and services to children and youth, charged with any of the offenses referenced in Number 6 and Number 7, shall notify the DHHS or its designee within two (2) business days of the actual arrest.

9. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction as stated in Number 6, or a conviction that occurred less than three (3) years from the date of employment as stated in Number 7, the DHHS or its designee shall issue a letter of intent within 10 working days to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth.

10. The DHHS or its designee, upon receipt of notification of potentially disqualifying past criminal misconduct or pending criminal charges as stated in Number 6 and Number 7 of this Resolution, shall terminate the contract or other agreement if, after 10 days' notice to the contract agency, the DHHS or its designee has not received written assurance from the agency that the agency has taken appropriate action towards the convicted current or prospective employee consistent with the policy expressed in this Resolution.

11. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any crime under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, and the conviction occurred within the last five (5) years from the date of employment or time of proposal, shall notify the DHHS or its designee immediately.

12. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, the DHHS or its designee shall issue a letter of intent, within 10 working days, to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth. **Current or prospective employees of DHHS contract agencies or other reimbursable agreements who have not had a conviction within the last five (5) years under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, shall not be subject to the provisions of this Resolution.**

CERTIFICATION STATEMENT

ITEM# 21

RESOLUTION REGARDING FILE 99-233 REQUIRING BACKGROUND CHECKS FOR AGENCIES SERVING CHILDREN AND YOUTH

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

(1) has received and read the enclosed, "PROVISIONS OF RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO MILWAUKEE COUNTY CHILDREN AND YOUTH;"

(2) has a written screening process in place to ensure background checks on criminal and gang activity for current and prospective employees providing direct care and services to children and youth; and,

(3) is in compliance with the provisions of File No. 99-233, the Resolution requiring background checks.

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: _____

Item 23 partially comprises the points scored under Cultural Diversity and Cultural Competence

CULTURAL COMPETENCE

ITEM # 23

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 Humility **-** *Cultural Humility recognizes variation within members of a group which may otherwise be similar in terms of race, gender, ethnicity, or other characteristic. The emphasis in Cultural Humility is not on specific knowledge of any given cultural orientation, but rather on an approach which demonstrates a respectful attitude toward diverse points of view, recognizing that groups of individuals cannot be reduced to a set of discrete traits. This approach specifically avoids making broad assumptions about groups based on defined traits or behaviors; instead, it focuses on recognizing and integrating the unique perspective each client brings to the service delivery experience.*

Describe your proposed strategy for developing and maintaining Cultural Competence. Apart from having a culturally diverse board and or staff, please provide specific examples of existing and/or proposed policies, procedures, and other practices promoting Cultural Competence. A defining characteristic of Cultural Humility is client centered care. Proposers should describe their client centered approach specifically in terms of how it incorporates Cultural Humility.

CIVIL RIGHTS COMPLIANCE PLAN *ITEM # 24*

Consistent with the U.S. Department of Health and Human Services and the State of Wisconsin, all contract recipients **are required** to submit a Civil Rights Compliance Plan (CRCP) or Letter of Assurance (LOA) within 120 days of effective date of contract to Milwaukee County Contract Administration (see below). This is **mandatory** for all agencies that meet the criteria listed below.

Entire Civil Rights Compliance Plan

- **Agency has 25 employees *AND***
- **Agency has $25,000 of combined revenues from the State and/or a County.**

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***
- **Agency does not have $25,000 of combined revenues from the State and/or a County.**

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

Fillable forms, instructions, sample policies and plans are available on the State website at:

http://dcf.wisconsin.gov/civil_rights/default.htm

Submit to:

Jane Alexopoulos
Milwaukee County DHHS
Contract Administration
1220 West Vliet Street,
Milwaukee WI 53205

Item 25 partially comprises the points scored under Administrative Ability

EMERGENCY MANAGEMENT PLAN ITEM # 25

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://dhfs.wisconsin.gov/rl_DSL/Providers/EvacSheltTemplate.pdf

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

Part 2: BUDGET AND OTHER FINANCIAL INFORMATION

INSTRUCTIONS and FORMS

IRS FORM 990

ITEM # 26

Organizations exempt from income tax under Section 501(c) of the Internal Revenue Code are required to submit the most recent copy of their Internal Revenue Service (IRS) Form 990 with their corresponding CPA audit report.

Note: This does not apply to new agencies that have never filed IRS Form 990

CERTIFIED AUDIT/BOARD APPROVED FINANCIAL STATEMENT

ITEM # 27

Agencies not under contract with the DHHS should submit a copy of the agency's prior year certified audit or the most recent Board of Directors approved financial statement if an audit has not been performed for that year.

BUDGET FORMS

ITEM #28

Item 27, forms 1 – 6H comprise the points scored under Budget Justification

All proposers must define a unit of service and calculate a cost per unit on Budget Form 1 regardless of the payment method expected to be identified in the final executed contract. Form 1 partially comprises the points scored under Budget Justification.

Form 2 partially comprises the points scored under Staffing Plan

Form 2B partially comprises the points scored under Cultural Diversity and Cultural Competence

Budget Forms 1, 2, 2A, 2B, 3, 3S, 4, 4S, 5, 5A, and 6 – 6H, are all linked with one another and are located at:
http://county.milwaukee.gov/DHHS_bids.

All Proposers must report unit details on Form 1. These forms must be used in the format provided, and completed according to the Instructions provided with the link forms under various tabs marked "Instructions". Any forms that have been altered will not be accepted; the item will be considered an omission in the proposal and will be scored accordingly during the review process. **All Proposers in addition to submitting a hard copy, must submit budget forms electronically to dhhsca@milwcnty.com In the subject line indicate agency name, contract division (Housing) and "2013 budget forms"** *e.g. XYZAgency-DSD-2013 Budgetforms.xls*

Part 3: PROGRAM PROPOSAL

INSTRUCTIONS and FORMS

I. COMPLETE PARTS 2 AND 3 FOR EACH PROGRAM

A separate PART 2, BUDGET AND OTHER FINANCIAL INFORMATION and PART 3, PROGRAM DESIGN**,** must be completed **for each program** for which an agency is requesting DHHS funding. Agencies are required to submit a separate program proposal section, including all of the required submission items in PART 1, for each program, not for each site. If an agency offers a program at more than one site, Items 31 and 32 must be submitted **for each site**.

PROGRAM ORGANIZATIONAL CHART *ITEM # 29*

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

PROGRAM LOGIC MODEL AND EVALUATION REPORT
(To be included In Initial Submission of ALL Proposals) *ITEM # 30a*

Use single words or short phrases to describe the following:

Inputs: List the physical, financial, and human resources dedicated to the program.

Processes/Program Activities: List the services to be delivered, **to include any "Required Program Components" as described in the Program Requirements**.

Outputs: List the volume of processes/program activities to be delivered, **to include any "Expected Outputs" listed in Program Requirements (See Section 5 for Program Requirements).**

Expected Outcomes: List the intended benefit(s) for participants during or after their involvement with a program, **to include all "Expected Outcomes" listed in the Program Requirements**, as well as any additional outcomes already established for the program. If no "Expected Outcomes" are listed in the Program Requirements, Proposer shall identify their own expected outcomes for the program. Proposer identified expected outcomes must reflect increases, decreases, or maintenance of knowledge, skills, behaviors, condition, and/or status.

Indicators List the measurable approximations of the outcomes you are attempting to achieve, **to include any required "Indicators" listed in the Program Requirements.** Indicators are the observable or measurable characteristics which indicate whether an outcome has been met, which shall be expressed by number and/or percentage.
For more examples of Inputs, Processes, Outputs, and Outcomes, see DHHS Outcomes Presentation, March 16, 2006, at: http://county.milwaukee.gov/ContractMgt15483.htm (Look under "Reference Documents")

Projected Level of Achievement-Using column F of your Program Logic Model (Item 30a), identify the number and percentage of participants you project will achieve each "Expected Outcome" for each program proposed.

Describe methods of data collection proposed. Describe how consumers and community members are integrated into the process of evaluating the program, as appropriate, e.g., through satisfaction surveys, board and committee membership, public forums, etc. Include copies of any instruments used to collect feedback from consumers or the community. Give a specific example of how the results of this feedback have been used.

PROGRAM LOGIC MODEL and ANNUAL EVALUATION REPORT *(Sample)* *ITEM # 30a*

example

A	B	C	C1	D	E	F	G	H
Inputs	**Processes/Program Activities**	**Outputs**	**For evaluation report**	**Expected Outcomes**	**Indicators**	**Projected level of achievement**	**For evaluation report**	
			Actual level of achievement				**Actual level of achievement**	**Description of changes**
Staff *Clients* *Community sites (list major ones)* *Community living curriculum* *Transportation (vans)*	*Staff establish sites for community activities.* *Staff and clients identify community interests.* *Staff arrange/coordinate transportation to/from community activities.* *Staff facilitate community activities.* *Staff conduct pre and post activity workshops to teach and support clients' involvement in community life*	*32 unduplicated clients will participate in 500 community living experiences.*		*Outcome 1:Clientsincrease awareness of community resources.*	*Number and percent of clients who demonstrate an increase in awareness of community resources, as measured by pre and post test scores*	*24 (75%) of clients will achieve the outcome*		
				Outcome 2: Clients increase utilization of public and private services in their community.	*Number and percent of clients who demonstrate an increase in utilization of public and private services in their community*	*24 (75%) of clients will achieve the outcome*		
				Outcome 3: Clients generalize acquired skills to other home and community living situations	*Number and percent of clients who generalize acquired skills to other home and community living situations*	*24 (75%) of clients will achieve the outcome*		

Items 30a and b partially comprise the points scored under Service Plan and Delivery

PROGRAM LOGIC MODELand ANNUAL EVALUATION REPORT *ITEM # 30a*

A	B	C	C1	D	E	F	G	H
Inputs	**Processes/Program Activities**	**Outputs**	**For evaluation report**	**Expected Outcomes**	**Indicators**	**Projected level of achievement**	**For evaluation report**	
			Actual level of achievement				**Actual level of achievement**	**Description of changes**

Items 30b and 30c & d (as applicable) partially comprise the points scored under Previous Experience

PROGRAM NARRATIVE *ITEM # 30b*

Identify the name and number of the program for which you are requesting funding as it is identified in the *Year 2013 Purchase of Service Guidelines: Program Requirements*.

Provide a narrative to adequately describe the program you are proposing. The Program Description Narrative MUST correspond with and derive from Item 30a, Program Logic Model.

Refer to the *Year 2013 Purchase of Service Guidelines: Program Requirements* for all the required program components for the program you are proposing. In particular, each proposed program must include:

- All Required Program Components
- Required Documentation
- Expected Outputs
- Expected Outcomes
- Indicators

If no "Expected Outcomes" are listed in the Program Requirements, Proposer shall identify their own expected outcomes for the program. Proposer identified expected outcomes must reflect increases, decreases, or maintenance of the service recipients' knowledge, skills, behaviors, condition, or status. Where indicated, programs must utilize Indicators as they appear in the Program Requirements, OR Proposer shall propose a minimum of one indicator for each "Expected Outcome".

Using the table on the next page, describe the agency's ability to provide this program, and the agency's experience serving the targeted populations. Include any existing agency programs utilizing a similar service delivery system and the number of years the program has been in operation. Discuss past service experience with similar contracts. Specifically address recent and current experience in terms of program volume, target population, dollar amount of contract, and service mix (i.e., types of services provided).

Program Name	Funding period	Funder	Program volume	Target Population	Dollar amount	Service Mix

Items 30c or 30d, as applicable, partially comprise the points scored under Administrative Ability

Item 30c or 30d, as applicable, comprises the points scored under Outcomes and Quality Assurance

EXPERIENCE ASSESSMENT FOR NEW PROPOSER AGENCY *ITEM # 30c*

For agencies with some history of funding, but without a current DHHS contract ,submit this form. **This document shall be completed by a prior funder**, and is subject to verification**.**

If unable to get an Experience Assessment from a prior funder, proposer may submit alternate documentation to verify agency experience. Examples of alternate documentation include, but are not limited to: grant agreements, grant proposals, correspondence, contracts, evaluation reports, or annual reports. Please submit this information attached to form 29C. Also please provide contact information of the prior funder, i.e. contact person, title, phone number, and email address.

Performance Assessment for (Agency)_____

From (Funding Source)_____

Please provide the following information relating to Agency's history with Funding Source.

1. Name of Program_____

2. When and for how long did Funding Source fund this program?_____

   _____

3. Program volume: How many people did this program serve?_____

4. Target Population: What was the primary target population for this program?_____

   _____

5. What was the dollar amount provided by Funding Source?_____/year

6. What services were provided through this program?_____

   _____

   _____

7. Was this program funded through a federal, state or local funding stream under a cost reimbursement framework? (Y/N)_____

8. If no longer funding this program, why not?_____

_____

EXPERIENCE ASSESSMENT FOR NEW PROPOSER AGENCY *ITEM # 30c Page 2*

9. What level of program performance was achieved? Please calibrate your ratings according to the following scale:
   - 0 Does/did not meet expectations
   - 1 Meets/met very little of what is/was expected
   - 2 Meets/met fewer than half of expectations
   - 3 Meets/met more than half of expectations
   - 4 Meets/met all expectations
   - 5 Exceeds/exceeded all expectations

Please evaluate the following performance areas circling the number corresponding to the rating scale on previous page:

Appropriate use of budget
0 1 2 3 4 5 NA

Comments:_____

_____

Achievement of established outcomes
0 1 2 3 4 5 NA

Comments:_____

_____

Timely submission of program reports
0 1 2 3 4 5 NA

Comments:_____

_____

Accurate submission of program reports
0 1 2 3 4 5 NA

Comments:_____

_____

Signed,

_____

Name (print)_____

Title _____

Phone _____

Email _____

EXPERIENCE ASSESSMENT FOR NEW PROPOSER *ITEM #30d*
ORGANIZATIONAL LEADERSHIP

For new agencies, or for agencies without a contracting history of any kind, complete and submit this form. A separate form should be submitted for the *head of the organization, senior fiscal and program staff*. **This document shall be completed by a prior funder or by a prior employer**, and is subject to verification**.**

A separate form should be submitted for the *head of the organization and senior fiscal and program staff*. Please have a prior fundor or a prior employer complete the form(s).

If unable to get an Experience Assessment from a prior fundor, proposer may submit alternate documentation to verify organizational leadership. Examples of alternate documentation include, but are not limited to: current or previous position/job description, prior agency's mission statement, W2 form, or annual report. Please submit this information attached to form 29d. Also please provide contact information of the prior funder, i.e. contact person, title, phone number, and email address.

Performance assessment for (Individual):_____

From (Agency)_____

Please provide the following information relating to Individual's history with Agency.

1. Individual's title_____

   _____

2. When and for how long did Individual work for Agency?_____

   _____

3. Program volume: How many people were served by this program?_____

   What was Individual's role in program administration?

   _____Direct _____Indirect (supervision) _____Limited or none

4. Target Population: What was the primary target population for this program?_____

   _____

5. What was the dollar amount provided by Funding Source?_____/year

   What was Individual's role in fiscal management of the program?

   _____Direct _____Indirect (supervision) _____Limited or none

6. What services were provided through this program?_____

   _____

7. If no longer funding this program, why not?_____

   _____

8. What level of program performance was achieved? Please calibrate your ratings according to the following scale:

   0 Does/did not meet expectations
   1 Meets/met very little of what is/was expected
   2 Meets/met fewer than half of expectations
   3 Meets/met more than half of expectations
   4 Meets/met all expectations
   5 Exceeds/exceeded all expectations

Please evaluate the following performance areas circling the number corresponding to the rating scale on previous page:

Appropriate use of budget
0 1 2 3 4 5 NA

Comments:_____

_____

Achievement of established outcomes
0 1 2 3 4 5 NA

Comments:_____

_____

Timely submission of program reports
0 1 2 3 4 5 NA

Comments:_____

_____

Accurate submission of program reports
0 1 2 3 4 5 NA

Comments:_____

_____

Signed,_____

Name (print)_____

Title _____

Phone _____

Email _____

2013 PROVIDER SERVICE SITE INFORMATION *ITEM #31*

Provide a separate sheet for each site location where services are provided.

Agency Name:	Site Name:
Site Address:	City/State/Zip:
Site Contact Person:	Title:
Phone:	Email:
Fax:	

Describe differences in programs or services available at this site:

Total number of unduplicated consumers you are presently able to serve at any one time: _____

Total number of unduplicated consumers you are currently serving: _____

Please check if your agency provides the following at this site:
____Programs for men ____Programs for women ____Programs for men & women
____Services for pregnant women
____Services for families with children ____Childcare provided
____Services for Persons Involved in the Criminal Justice System
____Services for the Developmentally Disabled
____Services for the Physically Disabled
____Services for persons with co-occurring mental health and substance use disorders
____Wheelchair accessible
Hours of operation: ____for specific program ____for all programs at this site
____Monday:
____Tuesday:
____Wednesday:
____Thursday:
____Friday:
____Saturday:
____Sunday:
____Emergency contact available 24 hours____Emergency number_____

Item 32 partially comprises the points scored for Administrative Ability

STAFFING PLAN

ITEM # 32

Describe the staffing plan and its relationship to the volume of clients or services to be provided. Describe in terms of staff to client ratios, client volume or case load per staff, or how many staff are needed to perform a particular activity. Any program with the potential to require 24-hour coverage must submit a detailed description of how, by staff position, coverage will be provided.

Agencies providing services at more than one site must include a description of the staffing pattern for each site, if different. If the staffing pattern is the same for each site, include a statement to that effect.

Items 32 and 33 partially comprise the points scored under Staffing Plan

YEAR 2013STAFFING REQUIREMENTS-DIRECT SERVICE STAFF *ITEM # 33*

Indicate the number of staff **directly related to achieve your objectives for the program(s) you are applying for**, as indicated by codes 02 and 04 on Forms 2 and 2A. **Executive staff providing direct services to clients should be budgeted as either "Professional Salaries" or "Technical Salaries" on Budget Forms 2 and 2A.** Provide a job description plus necessary qualifications for each direct service position (sections A & B) (make additional copies as necessary). ***Complete the attached roster*** *(item 34)* ***for current staff working in each program for which a proposal is being submitted.*** If the position is unfilled at the time of proposal submission, indicate the vacancy and provide updated staffing form within 30 days of when position is filled. **For New Applicants for this program, submit calculations showing the agency-wide average of in-service/continuing education hours per direct service provider in the previous year.**

PROGRAM_____ 2013 PROGRAM No._____

POSITION TITLE_____ NO. OF STAFF: _____

Job Description for this position as required to meet the needs of the program specifications. Include qualifications needed to perform job (including certifications or licenses and experience requirements to perform the job). Attach separate sheet, if necessary.

Annual tuition reimbursement granted for this position: $_____

Actual total hours worked for all employees in this position for the 12 months prior to completing this application: _____

Annual turnover for *this position (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): _____/_____=_____

For New Applicants for this program who may not have had previous history employing individuals to provide these services, provide annual turnover for the agency as a whole (show calculation):
_____/_____=_____

For Behavioral Health Division proposals, include copies of staff licenses, certifications and diplomas.

CURRENT PERSONNEL ROSTER – DIRECT SERVICE STAFF

ITEM # 34

Employee Name	Position/ Title	Academic Degree(s)	Licenses / Certificates	# Program related in-service / contin. educ. hours compl. in previous year	Years of exp. in related field	Years of exp. with clients in target pop.	Years of exp. with visually impaired clients as a target pop.	Years of exp. with hearing impaired clients as a target pop.	Years of exp. with clients with limited English proficiency	List languages spoken, other than English

Certification Statement Regarding Provider Credentials

The contractor certifies the following: (1) all providers' licenses and certificates as listed above are current and valid; (2) providers are current and up-to-date with all training requirements as required by the State of Wisconsin; (3) the agency has a system in place to verify providers' credentials and completion of required education and training; and (4) the agency maintains all provider credentials on file and agrees to make these documents available for review upon request by Milwaukee County DHHS.

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

Agency: _____

PROGRAM ACCESSIBILITY

ITEM # 35

What is your agency's plan to serve clients:

- With physical disabilities

- With developmental disabilities

- With hearing impairment

- With visual impairment

- Who are non- English speaking or have limited English proficiency

- Who require personal care assistance

List any other services enhancing program access, e.g. agency located near public transportation, etc.

PROGRAM EVALUATION *(No Submission Required with Proposal)* *ITEM # 3***6**

For agencies with 2012 DHHS purchase contracts, annual evaluation reports for the twelve-month period ending June 30, 2012 are due by Friday, August 3, 2012. Evaluation Reports for the DSD Early Intervention Birth to Three Program will continue to be due semiannually on January 31st and July 31st of each year. Compliance with this contract requirement constitutes "submission" of this proposal Item. Evaluation reports must conform to the following, in format and content:

Using Column G of your Program Logic Model (*Item 30a*) for the current year's program, identify the number and percentage of participants who have achieved each "Expected Outcome" for each program delivered. Using the Program Logic Model, the evaluation reports must consider actual outcomes achieved against outcomes projected in the logic model and must include a copy of the measurement tool (e.g., pre/post test, etc.) used to measure the achievement of the outcome. Using Column H of your Program Logic Model (Item 30a), describe modifications to program and/or indicators and/or projected level of achievement for future reporting periods, based on the findings of the evaluation.

Describe methods of data collection used. Describe how consumers and community members have been integrated into the process of evaluating the program, as appropriate, e.g., through satisfaction surveys, board and committee membership, public forums, etc. Include copies of any instruments used to collect feedback from consumers or the community. Give a specific example of how the results of this feedback have been used.

Unless otherwise indicated in the Program Requirements, Evaluation Reports for the 12 months ending June 30, 2013 are due August 2, 2013. For new contractors, evaluation reports are for the 6 months ending June 30, 2013, or six months from the start date of the contract.

The Evaluation Reports must be submitted electronically to DHHSCA@milwcnty.com in either Excel, Word, or PDF format. In order to ensure that the appropriate division receives the Evaluation Report, the subject line must include the Agency Name, Contracting Division, and Program Title to which the report applies.

In addition to the electronic submission, the evaluation reports may also be submitted to the following persons:

Behavioral Health:
Stefanie Erickson
Contract Srvcs Coordinator
Behavioral Health Division
9201 W. Watertown Plank Rd.
Milwaukee, WI 53226

Management Services:
Diane Gallegos
Contract Srvcs Coordinator
Management Services Division
1220 W. Vliet St.,
Milwaukee, WI 53205

Housing:
Jim Mathy
Housing Administrator
Housing Division
2711 W. Wells Street
Milwaukee, WI 53208

Delinquency and Court Services:
Peter Madaus
Contract Services Coordinator
DHHS Contract Administration
1220 W. Vliet Street
Milwaukee, WI 53205

***Disabilities Services*:**
Marietta Luster
Human Services Supervisor
Disabilities Services
1220 West Vliet Street, Suite 300P
Milwaukee, WI 53205

Item 37 partially comprises the points scored under Cultural Diversity and Cultural Competence and under Staffing Plan.

CLIENT CHARACTERISTICS CHART

ITEM # 37

ETHNICITY DEFINITIONS

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 China, Japan, Korea, the Philippine Islands and Samoa.

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

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

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

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

HANDICAPPED DEFINITIONS

A handicapped individual is defined pursuant to Section 504 of the Rehabilitation Act of 1973.

1. Any person who has a physical or mental impairment which 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. Any person who has a record of such impairment; or,

3. Any person who is regarded as having such impairment.

Describe your data source for completing this form. If your projected client composition differs from your previous year's actual client composition, describe the basis for the difference.

2013 CLIENT CHARACTERISTICS CHART

ITEM # 37

Agency Name _____

Disability/Target Group _____

Program Name _____ **2013 Program #** [ ]

Facility Name & Address _____

CY 2013 Estimated

1. Unduplicated Count of Clients to be Served/Year (Form 1, Column 1). If your estimate differs from prior year actual, provide an explanation on a separate attached page:

		Number	Percent (%)	Prior year actual
2. Age Group:	a. 0 - 2			
	b. 3 - 11			
	c. 12 - 17			
	d. 18 - 20			
	e. 21 - 35			
	f. 36 - 60			
	g. 61 & over			
	TOTAL			
3. Sex:	a. Female			
	b. Male			
	TOTAL			
4. Ethnicity:	a. Asian or Pacific Islander			
	b. Black			
	c. Hispanic			
	d. American Indian or Alaskan Native			
	e. White			
	TOTAL			
5. Other:	a. Handicapped individuals			
	b. Not applicable			
	TOTAL			

Date Submitted:	

The total in each category must be equal to the number in Form 1, Column 1, Total Number of Cases (Clients) to be served per Year.

(Rev 9/07)

PART 4: OVERVIEW OF PROPOSAL REVIEW PROCESS

PROPOSAL REVIEW AND SCORING CRITERIA

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
REQUEST FOR PROPOSAL REVIEW PROCESS

I. Proposal Review Panel Selection and Representation

A. Proposal Review Panel Selection

Proposals to provide services under a purchase contract for the Department of Health and Human Services shall be evaluated by panel members with familiarity and/or experience in the field of social/human services. Panel members and their immediate families (Spouse, Parent, Child, Sibling or Significant Other) may not have any familial, official, board member, employment, fiduciary or contractual relationships with organizations currently funded by Milwaukee County in the program area for which the Proposer has applied, or hold any ownership, contractual or employment interests in the Proposer or its subsidiaries under consideration. At the discretion of DHHS division administrators, respective program, quality assurance and contract administration staff will serve on review panels. Staff will not comprise the majority of panel members. Outside panel members will be selected from various sources including the following:

- community volunteers and representatives;
- representatives of professional and educational organizations;
- representatives of community councils and advocacy organizations.

Recommendations of persons to serve on proposal review panels are welcome from appropriate governmental entities, i.e., Community Business Development Partners, etc.

B. Proposal Review Panel Representation

Panel representation to review proposals submitted for contract recommendations shall include:

- minority and culturally diverse representation;
- consumer / service recipient representation or their guardians, if applicable.

The primary role of Department of Health and Human Services program division staff shall be to serve in a consulting capacity to panel members. Respective division staff shall convene the panel at a specific time and place to discuss the review process in a group setting, and, following the review, to finalize the proposal ratings prior to averaging the scores. Staff, as consultants, shall provide responses to program and procedural information including:

- past performance of a Proposer;
- Proposer's problem solving and responsiveness to issues;
- program knowledge;
- program needs; and,
- program outcomes and performance reviews.

Using the established review criteria, representatives participating on a review panel will score each proposal independently on a preliminary basis, with the final proposal analysis reporting an average score of the proposal.

1. Panel representation for **more than one proposal** submitted to provide the same program or service for the DHHS will include a **minimum of three members**. The panel shall be comprised of as broad a base of community, minority and culturally diverse, consumer/service recipient representation as possible. Based on the discretion of division administrative staff, or on program factors, number of proposals submitted, and minority and culturally diverse representation, etc., panels may be comprised of more than three members including one program or quality assurance staff, and one contract administration staff. Staff will not comprise the majority of panel members.

2. Panel representation when **only one proposal is submitted** to provide a particular program or service will be **no more than two members.** The panel for only one proposal submitted to provide a program or service may be comprised of just one member if the member is a community representative. Alternately, if only one proposal is received and the proposer is an incumbent agency that is the current provider of the program services for which proposals are being requested, DHHS may convene a panel of two members to score the proposal; however, both panel members may be DHHS staff and a community representative is not required. If only one proposal is received, and the proposer is not an incumbent agency, the panel will be comprised of no more than two members, and at least one member must be a community representative.

3. Though there is not a competitive review process for programs and services purchased by the DHHS on a multi-year funding cycle or designated provider agencies, the agencies submitting proposals for all divisions are required to submit proposal items identified in the *Purchase of Service Guidelines: Technical Requirements*. Program, quality assurance and/or contract administration staff will perform a screening of items submitted by agencies in this category.

4. If an agency with a current contract is the only Proposer for the same program only an internal review and scoring will take place.

II. General Guidelines

A. The role of the review panel is to rate proposals against the published scoring criteria. These ratings are forwarded to Division Administrators who may accept or dispute them. If a Division Administrator disputes a review and scoring panel's scoring, the panel shall be apprised of the item in dispute, the related criterion and the basis for the dispute. The panel shall then be reconvened to discuss and evaluate the basis for the dispute and make a determination to uphold or modify their original rating based on any new information presented. Any alteration to the panel's scoring of a proposal shall be noted in the report to

the Milwaukee County Board of Supervisors when a contract recommendation is made by the Division Administrator.

B. The primary measure of the quality of the Proposer's proposal will be specific examples of successful previous experience which relates to the various items in the proposal. Successful previous experience will be measured and scored based on the current and recent County contract performance of Proposers, or, for new Proposers, current and recent non-County contract performance, or, for new organizations, the current and recent experience of senior staff at Proposer's agency.

C. The review process may include verification of assertions made by the Proposer in the proposal, including but not limited to site visits, record review and interviews and reference checking. The County reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFP responses.

D. Reviewers will score proposals against the published criteria, and will not consider non-published criteria.

E. Criteria to be considered in evaluating proposals include the Proposer's ability to provide the proposed program, the Proposer's proposed program relative to that proposed by other Proposers, and the Proposer's proposed cost to provide the program or service compared to the cost proposed by other qualified Proposers.

F. For omissions of requested items, Proposers will have scores reduced to 0 for any corresponding review line item, or for requested items which do not have an associated review line item, will receive a reduced score under the "Administrative Ability" section. However, omission of certain requested items may result in proposals not receiving any further consideration.

G. Division Administrators may consider factors other than scoring in making contract recommendations.

III. <u>Proposal Review and Scoring Criteria for ALL contract divisions</u>

A. **Administrative Ability - 12 points.** The Proposer demonstrates evidence of administrative capacity to meet federal, state, county and creditor requirements, including timeliness of required submissions and payment of obligations. Proposer demonstrates an ability to provide timely and accurate monthly client and financial reports. Proposer demonstrates an ability to be responsive to crisis situations, including, but not limited to, variations in client referral volume and serving exceptional cases.

In scoring proposals, for agencies currently under contract with DHHS, reviewers will consider the on time and accuracy rate of Proposer in prior year's required submissions. For new Proposers, reviewers will consider the on time and accuracy rate of Proposer as described by the person providing the required Experience Assessment report (item 30c or 30d). Additionally, in scoring

proposals for Administrative Ability, reviewers will consider the accuracy and completeness of the proposal. Inaccurate or incomplete proposals will receive reduced scores.

In scoring Administrative Ability, reviewers will consider the size, structure, experience, and independence of the board of directors and officers.

The Proposer demonstrates comprehensive emergency preparedness. For full points, Proposer has an existing emergency management plan which includes all required elements, has been tested, and includes specific examples of memoranda of agreement or other formal arrangements for continuity of operations, client care, etc.

Administrative Ability will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

B. **Budget Justification - 13 points.** The Proposer provides a budget that is accurate, clear, and in sufficient detail. The budget effectively and efficiently supports the level of service, staffing, and the proposed program. The Proposer's proposed cost to deliver the service, compared to other Proposers, reflects the quality and quantity of service to be provided. The reviewer's analysis will include: unit cost comparisons and/or budget overview, total number of units of service to be provided, any limitations on the total number of clients to be served during the contract period.

Budget Justification will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

C. **Cultural Diversity and Cultural Competence - 9 points.** The program takes actions that show its commitment to the goals of cultural diversity and cultural competence in the workplace, including diversity in staffing practices and Board/committee composition as well as serving a culturally diverse population in a culturally competent manner.

In evaluating Cultural Diversity in proposals, reviewers will consider the representation of racial and cultural minorities in board and staff relative to the representation of racial and cultural minorities in the projected target population, as measured by data on forms Board of Directors, Owners, Stockholders Demographic Summary (Item 5), Client Characteristic Chart (Item 37) and Employee Demographics Summary (Form 2B, Item 28). For full points, Proposer must demonstrate a ratio of board and staff which is greater than or equal to the ratio of racial and cultural minorities in the projected target population. If Proposer receives less than full points for this item, one point will be added to the score if the Proposer can demonstrate proof of specific action(s) taken within the previous year geared toward increasing board or staff diversity. The action(s) taken must be supported with documentation.

In evaluating Cultural Competence in proposals, reviewers will consider the Proposer's proposed methods for developing and maintaining Cultural

Competence as well as the Proposer's history of performance in this area. (Item 23) Proposer must provide specific examples of existing and/or proposed policies, procedures, and other practices, if any, which promote Cultural Competence. For full points, Proposer will have a history of promoting Cultural Competence. Examples of acceptable policies, procedures, and practices can include, but are not limited to: providing in service or other training, or involvement of consumers in policy-making, planning, service delivery, and/or evaluation.

Cultural Diversity and Cultural Competence will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

D. **Previous Experience – 13 Points**. The Proposer's experience demonstrates the ability to provide the proposed service to the target group. For Proposers without prior Milwaukee County experience, information will be gathered from Performance Assessments provided by the Proposer following a prescribed format. Documented non-performance or noncompliance under previous contracts will be taken into consideration.

In evaluating experience in proposals, reviewers will consider:

Past Service Experience with similar contracts. Similarity to be measured by looking at specific, detailed examples of **successful** current or recent contracts in terms of: 1) program volume, 2) target population, 3) dollar amount of contract, and 4) service mix. For full points, Proposer currently successfully operates a program which meets or exceeds these four criteria. In evaluating "success" reviewers will consider the content of evaluation and other program reports, as well as Quality Assurance findings and corrective action plans, as applicable.

Previous Experience will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

E. **Mission– 5 Points**. The Proposer has a clear and distinct mission and goal statement for its agency which is aligned with that of the contract division applied to.

Mission and Goals will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

F. **Outcomes and Quality Assurance – 13 Points**.
For Proposers with a current or recent County contract, scoring will be based on compliance with submission deadline, required content and overall findings of program evaluation reports for current contract period. For new Proposers or Proposers without a current DHHS contract within the last two years, scores will be derived from item 30c or 30d as applicable.

Outcomes and Quality Assurance will also be scored based on reviewers' prior experience with Proposer, if applicable relating to these criteria.

G. **Service Plan and Delivery – 23 Points**.

Review and scoring and scoring of the Service Delivery Plan will consider its:

- Consistency with program objectives as defined by DHHS in the Year 2013 Purchase of Service Guidelines Program Requirements and the contract agency.
- Rationale and theories supporting the program activities. Proposers should use research or other evidence-based support for their program model.

There is a performance improvement plan, which includes measurement of outcomes, and demonstrated use of performance information to improve services and program management. For full points, Proposer must describe service delivery in terms of inputs, processes, outputs, and outcomes, and indicators as described in Items 30a and b.

Service Delivery Plan will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

H. **Staffing Plan – 12 Points**. The Proposer demonstrates an ability to provide effective staffing and agency oversight, including board review and direct service staff supervision. Staffing levels are adequate, and staff is adequately compensated. Staff are licensed and certified as appropriate, or meet other required qualifications. Direct service staff is appropriately experienced. Proposer's turnover rate of direct service staff and training for direct service staff will be compared and ranked against the other Proposers' proposals. Compensation of lowest paid staff will be compared and ranked against the other Proposers' proposals.

Proposer must include average years of experience and turnover rate for direct service staff. For new agencies without a prior contracting history of any kind, Proposer must indicate the required years of experience for direct service staff proposed for the program. Proposer must indicate what type of training is available to staff, including in-service training, tuition reimbursement (if applicable) benefits and utilization, and other training activities such as conference attendance, etc. For full points, Proposer must indicate the specific type and quantity of training available and utilized by direct service staff during the previous year, and the type and quantity is appropriate.

Staffing Plan will also be scored based on reviewers' prior experience, if applicable, with Proposer relating to these criteria.

TOTAL SCORE 100 POINTS

HOUSING DIVISION

SECTION 5:

PROGRAM REQUIREMENTS

5. PROGRAM REQUIREMENTS

2013 TENTATIVE CONTRACT ALLOCATIONS

HOUSING DIVISION

Recommended Programs		2013 * Tentative Allocations
H- 011	Farwell Studio Apartments Supportive Services	$90,000*

* Annual amount, will be prorated depending on when the contract actually begins

Housing Division

The following programs are open for competitive proposals for the 2013 contract period

Housing Supportive Services – Farwell Studio Apartments

Program H-011

Program Purpose

Contractor will provide on-site services at the Farwell Studio Apartments permanent supported housing development. These services will assist Milwaukee County Behavioral Health Division consumers with maintaining their individual housing unit and coordinate services with case management.

Required Program Inputs, Processes, and Program Activities

Services:

- All consumers are referred by SAIL and funded by the County.
- Consumer referrals are screened for appropriateness.
- Consumers meeting the criteria are admitted and oriented to the program.
- After orientation, a consumer signs a lease agreement, program rules sheet and develops a Wellness Recovery Action Plan (WRAP) to maintain their physical and mental health.

Professional staff works with the individual's case manager, Certified Peer Support Specialists and the resident to offer recovery-oriented services.

Certified Peer Support Specialists must complete approved training and pass the certification examination as well as complete continuing education hours (CEH) based on the program's core competencies in order to maintain his/her certification. Certified Peer Support Specialists will conduct the following ongoing groups under the supervision of professional staff:

- **Mental Health Education Groups** to offer improvements in the categories of self-stigma/insight, identifying symptoms of mental illness and coping techniques. Groups will include discussion groups, role-playing activities, reviewing media coverage (newspaper articles & mental health magazines) and educational games.

- **Groups on Medication Management to** increase understanding of medications and their importance, identify obstacles to compliance and provide/receive peer support. . Groups, focusing on medication information, common side effects, interactions (nutrition, alcohol, over the counter medications, etc.) and support (peer, group, family, etc.) systems will be offered on a weekly basis.

- **Groups to create Wellness Recovery Action Plans (WRAP**) based on Mary Ellen Copeland's curriculum. Residents will demonstrate improved ability to identify personal factors that may trigger an increase in symptoms and will learn and utilize new self-care tools and strategies to prevent or reduce the severity of such incidents. All will create pre and post crisis plans.

- **Groups on community involvement**, including educational sessions on community resources, advocacy groups, landlord/tenant issues, and trainings on utilizing public transportation.

- **Groups on recovery** utilizing the Recovery Workbook created by the Boston Center for Psychiatric Rehabilitation.

- **Socialization and leisure activities** to increase psychosocial skills, including potlucks, Cooking groups, movie nights and holiday parties.

- **Functional literacy groups** to develop the necessary reading, writing and math skills to function independently.

Individual one-on-one activities with residents will include:

- On-site case managements, as well as close communication with SAIL case manager
- Ongoing support and direction as needed
- Assistance in establishing personal goals.
- Feedback on recovery.
- Developing independent living skills, including cleaning, meal planning and preparation, laundry, budgeting, shopping and bill paying.
- Ensuring adequate/appropriate nutrition and personal hygiene

Skill development is based on daily use of existing skills, developing new skills and learning how to problem solve

Certified Peer Support Specialists are required to have daily contact with each resident and communicate issues or concerns to other Certified Peer Support Specialists and professional staff via a computerized log. In addition, charts with medical histories and other pertinent information are kept on each resident. Staff will carry an on-call phone.

Residents will be involved in the program planning and implementation. Weekly resident meetings will be held to facilitate communication and promote needed changes.

Non-Billable Activities

Completion of annual leases and documentation for tax credits.

Required Documentation

Tenant files must be maintained according to all HUD and WHEDA standards.

Expected Outputs

- Consumers will maintain their supportive housing placement
- All BHD units will remain occupied
- Consumers will improve in accomplishing their activities of daily living (ADL).
- Consumers will show a decrease in mental health symptoms and relapse with substance abuse.

Expected Outcomes

1. At least 80% of consumers will successfully complete a year lease at Farwell Studio Apartments.
2. 100% of units reserved for BHD consumers will remain occupied, allowing one month for the turnover of units.
3. 70% of consumers will show an improvement in ADLs.
4. 70% of consumers will show a decrease in mental health symptoms or relapse from substance abuse.

Indicators

1. Percentage of consumers completing leases
2. Percentage of units occupied
3. Percentage of consumers improvement with ADLs
4. Percentage of symptom management improvement

Expected Levels of Outcome Achievement

1. At least 80% of consumers will successfully complete a year lease at Farwell Studio Apartments.
2. 100% of units reserved for BHD consumers will remain occupied, allowing one month for the turnover of units.
3. 70% of consumers will show an improvement in ADLs.
4. 70% of consumers will show a decrease in mental health symptoms or relapse from substance abuse.

HOUSING DIVISION

SECTION 6:

AUDIT AND REPORTING

6. AUDIT AND REPORTING

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For Master Chart of Accounts see Contract Administration web site at:
http://county.milwaukee.gov/DHHS_bids

INTRODUCTION

Audit and Reporting Requirements are organized into three (3) separate sections, each of which explain various audit and reporting requirements along with the format of schedules and forms to use for billing, annual audit and audit waiver requests. The relevant instructions, format and forms are included in each respective section. Forms can also be found on the Contract Administration web page at:
http://county.milwaukee.gov/DHHS_bids

The sections are:

Section 6.1: Monthly Purchase of Service Contract Billing Forms
Section 6.2: Annual Audit Requirements
Section 6.3: Required Annual Audit Schedules

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

Dennis Buesing, CPA, Contract Administrator (414) 289-5853
Sumanish K Kalia, CPA, Contract Administration (414) 289-6757
James Sponholz, Contract Services Coordinator, Contract Administration (414) 289-5778

INSTRUCTIONS, FORMS and SCHEDULES

SECTION 6.1: MONTHLY PURCHASE OF SERVICE CONTRACT BILLING FORMS

Monthly billing instructions
Monthly billing forms

Milwaukee County Department of Health and Human Services (DHHS)

Billing Instructions

1 **Please enter one Program per Exhibit 1 per spread sheet/ "Expense Statement". DO NOT combine Programs. Some program may have multiple services.**

2 Data can be entered in "grayed" cells **ONLY.**
- Choose month from drop down box on the "Exp" tab.
- Enter Agency/Program information on the "Exp" tab which will populate the same data fields on the "Rev" and other tabs.
- For expenses, enter data on "Exp-Details" Tab **ONLY** and it will automatically populate the "EXP" Tab fields.
- For Revenue, enter data on "Rev" Tab **ONLY** and it will automatically populate the respective field in other forms.

3 **For "EXP" Tab; please select the starting and ending month of the contract from the drop down menu.**
Also select the type of reimbursement i.e. Final or Partial from the drop down menu.
It will be a partial reimbursement every month except when it is a final invoice.
For every month Please also select whether the Expenses being claimed are Actual or Estimated.

4 All amounts must be rounded to the nearest whole dollar.

5 Any prior period adjustments must be made in the current month.
- DO NOT MAKE CHANGES TO MONTHS YOU HAVE ALREADY BILLED.
- Footnote any prior period adjustments on the current month report on the "Exp-Details" Tab in Comment Box

6 **INCREASES IN REVENUES AND EXPENSES MUST BE ENTERED AS POSITIVE NUMBERS.**

7 **DECREASES IN REVENUES AND EXPENSES MUST BE ENTERED AS NEGATIVE NUMBERS.**

8 If you report units, Please enter the rates and units on the 'Units" TAB only, even though your agency may have only one type of service and one rate only. **DO NOT** enter any units on "EXP" TAB it will be automatically calculated and entered on the 'Exp" TAB. **Please also select the unit type from the drop down menu for each unit rate.**

9 Please do not enter "Text" or "punctuation marks" in numerical fields or vise versa.

10 Please email the report to dhhsaccounting@milwcnty.com, the subject line must read : Division, Agency, Program and Month example: DSD ABC LLC TCM January 07

11 Equipment Cost for code 8700 includes all Assets for example: Fax Machine, Printer, Copier, Computers, Laptop, Phone systems, Furniture, Chairs, Desks, Sofa, Beds etc

12 Employee Travel has been split into two rows on the "Exp-Details" TAB, one row is for expenses like hotel, meals & related expenses like fares etc. which is linked to the supplementary information to be provided on the "TRAVEL" TAB. The other row is for all other mileage and gas reimbursement being paid to employees to travel locally in Milwaukee Metro area or under employee agreement.

Milwaukee County Department of Health and Human Services (DHHS)

Expense Report

Agency Agency
Disability Disability
Division BHD
Program Program
Contact Contact

Contract Starting Month: JANUARY | Ending Month: DECEMBER | Reimbursement: Partial

Month Ending JANUARY
Certified By Certified by
Agency Representative
Email email
Phone # (123) 456-7800
Fax # (123) 456-7890

EXPENSES

Account Number	Expense Description	January Expenses	February Expenses	March Expenses	April Expenses	May Expenses	June Expenses	July Expenses	August Expenses	September Expenses	October Expenses	November Expenses	December Expenses	Final Expenses	Year-To-Date Expenses	Approved Budget
	Amounts are Estimated or Actuals	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	$	$
*7000	Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*7100	Employee Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*7200	Payroll Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8000	Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8100	Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8200	Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8300	Postage & Shipping	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8400	Occupancy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
#*8500	Equipment Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8600	Printing & Publications	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
#*8700	Employee Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8800	Conferences, Conventions, Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8900	Specific Assistance to Individuals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
**8916	Client Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9000	Membership Dues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9100	Awards & Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9200	Allocated Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9300	Client Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9400	Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9500	Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9600	Allocations to Agencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*	Other Than Above	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Expenses before profit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Profit if Authorized - %	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Expenses including Profit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-DHHS Contract Revenue Brought Forward	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Net Expenses/Request	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* all items must be entered only on the separate TABs "Exp-Details" or "Units" or the report will be returned and payment denied.
** Applies only to DD group homes and family care homes.
\# Items must be explained on the separate TABS provided with this report or report will be returned and payment denied.

CONTRACT

Current Month Contract	Year-To-Date Contract	Approved Contract
-	-	

UNITS (if applicable) *(if applicable)*

January Units	February Units	March Units	April Units	May Units	June Units	July Units	August Units	September Units	October Units	November Units	December Units	Final Units	Year-To-Date Units	Approved Budget Units
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Number of Contract Months 12

ESTIMATED PAYMENTS ARE MADE BASED ON THE LOWER OF:
CURRENT MONTH CONTRACT, CURRENT MONTH EXPENSES, OR CURRENT MONTH UNITS Earned (if Applicable)

NET UNITS EARNED (units of services times the rate, less revenues)(in $) (if applicable)

January Units	February Units	March Units	April Units	May Units	June Units	July Units	August Units	September Units	October Units	November Units	December Units	Final Units	Year-To-Date Units Earned	Approved / Weighted Average Unit Rate
-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -

Expenses for Reimbursement does not include EARLY payments:

Email to:dhhsaccounting@milwcnty.com Fax: DHHS Accounting @ (414) 289-8574

Mail to: Milwaukee County Department of Health Human Services
Attn: Fiscal Services
1220 West Vilet Street Suite 109, Milwaukee, WI 53205

File: 2007 DHHS POS RE Financial Report-revised051006.xls
Worksheet: Exp
Printed: 7/6/2006
Form 162 (Rev 5/10/06)

Milwaukee County Department of Health and Human Services (DHHS)

Revenue Report

Agency Agency

Month Ending JANUARY

Disability Disability **Division** BHD

Certified By Certified by

Agency Representative

Program Program

Email email

Contact Contact

Phone Number 1234567800

Account Number	Revenue Description	January Revenues	February Revenues	March Revenues	April Revenues	May Revenues	June Revenues	July Revenues	August Revenues	September Revenues	October Revenues	November Revenues	December Revenues	Final Revenues	Year-To-Date Revenues	Approved Budget
															$	$
CM4000	Contributions & Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4100	Contributions to Building Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4600	Contributed by Associated Orgnizations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4700	Allocated by Federated Fund Raising Orgnization	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*5100	Government Purchase of Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5114	Title XVIII (Medicare)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5115	Title XIX (Medicaid)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5116	SSI & SS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5117	CIP Revenue from Milwaukee County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5119	COP revenue from Milwaukee County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*5200	Grants form Government Agencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5301	HMO/PPO Revenue from Title XIX AFDC Clients	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5302	HMO/PPO Revenue from NonTitle XIX AFDC Clients	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CM6000	Dues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6200	Program Service Fees-Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6206	Program Service Fees-Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CM6300	Intra Agency Sales of Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CM6400	Revenue from Disposal of Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6500	Investment Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6600	Gains & Losses on Investments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CM6900	Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*	Other Than Above	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	DHHS Contract Revenue- Other Than Above	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Non-DHHS Contract Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	DHHS Contract Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

* Items must be explained on a separate page or the report will be returned and payment denied.

Email to:dhhsaccounting@milwcnty.com Fax: DHHS Accounting @ (414) 289-8574

Mail to: Milwaukee County Department of Health Human Services
Attn: Fiscal Services
1220 West Vilet Street Suite 109, Milwaukee, WI 53205

File: 2006 DHHS POS RE Financial Report-revised-For Web final.xls
Worksheet: Rev
Printed: 5/8/2006
Form 162 (Rev 1/23/06)

Milwaukee County Department of Health and Human Services (DHHS)
Units Report

Agency Agency
Program Program

Details of Units

Important: Please use county approved units and rates per Exibihit 1 ONLY. If no approved units or rate please fill "0" not N/A.

	Service	Approved Budget Units	Approved Unit Rate	January Units	February Units	March Units	April Units	May Units	June Units	July Units	August Units	September Units	October Units	November Units	December Units	Final Units		Year-To-Date Units
U1	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U2	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U3	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U4	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U5	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U6	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U7	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U8	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U9	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U10	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U11	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
U12	TEXT	-	0.00	-	-	-	-	-	-	-	-	-	-	-	-	-		-
	TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		-

Milwaukee County Department of Health and Human Services (DHHS)
Detailed Expenses Report

Agency Agency
Program Program

Important: DO NOT MAKE CHANGES TO MONTHS YOU HAVE ALREADY BILLED.

Account Number	Expense Description	January Expenses	February Expenses	March Expenses	April Expenses	May Expenses	June Expenses	July Expenses	August Expenses	September Expenses	October Expenses	November Expenses	December Expenses	Final Expenses	Year-To-Date Expenses
*7000	Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7001	Owner/Executive/Officer Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Manager's Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Others salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	
*7100	Employee Benefits	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*7200	Payroll Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8000	Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8001	Medical & Dental Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
8002	Psychological Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
8003	Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
8004	Rehabilitation & Education Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
8005	Development & Public Relations Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
8006	Brokerage, Commission, Collection Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	
8007	Employment Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
8008	Audit Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
8009	Electronic Data Processing Service Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	
8010	Other Contract Payments to Consultants	-	-	-	-	-	-	-	-	-	-	-	-	-	
8011	Talent Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	
8012	Other Purchased Services	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
*8100	Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8200	Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8300	Postage & Shipping	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8400	Occupancy	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8401	Office Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	
8402	Other Bldg. & Parking Lot Rent	-	-	-	-	-	-	-	-	-	-	-	-	-	
8403	Bldg. & Bldg. Eq. Ins. (Gen. & Liability)	-	-	-	-	-	-	-	-	-	-	-	-	-	
8404	Mortgage Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	
8405	Electricity	-	-	-	-	-	-	-	-	-	-	-	-	-	
8406	Gas	-	-	-	-	-	-	-	-	-	-	-	-	-	
8407	Heating Oil	-	-	-	-	-	-	-	-	-	-	-	-	-	
8408	Water & Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-	

Milwaukee County Department of Health and Human Services (DHHS)
Detailed Expenses Report

Agency Agency
Program Program

Important: DO NOT MAKE CHANGES TO MONTHS YOU HAVE ALREADY BILLED.

Account Number	Expense Description	January Expenses	February Expenses	March Expenses	April Expenses	May Expenses	June Expenses	July Expenses	August Expenses	September Expenses	October Expenses	November Expenses	December Expenses	Final Expenses	Year-To-Date Expenses
8409	**Janitorial/Maintenance/Repairs Purchased**	-	-	-	-	-	-	-	-	-	-	-	-	-	
8410	**Real Estate Taxes**	-	-	-	-	-	-	-	-	-	-	-	-	-	
8411	**Personal Property Taxes**	-	-	-	-	-	-	-	-	-	-	-	-	-	
8412	**Licenses & Permits-Occupancy Related**	-	-	-	-	-	-	-	-	-	-	-	-	-	
8413	**Bldg. & Grounds Maintenance Supplies**	-	-	-	-	-	-	-	-	-	-	-	-	-	
8414	**Miscellaneous Occupancy Costs**	-	-	-	-	-	-	-	-	-	-	-	-	-	
8415	**Amortization/Leasehold Improvements**	-	-	-	-	-	-	-	-	-	-	-	-	-	
8416	**Depreciation - Buildings**	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
#*8500	Equipment Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Equipment/Assets >$500	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Equipments/Assets <$500 including rental	-	-	-	-	-	-	-	-	-	-	-	-	-	
*8600	Printing & Publications	-	-	-	-	-	-	-	-	-	-	-	-	-	-
#*8700	Employee Travel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8709	**Hotels, Meals & Incidental Exp's (Fares etc)**	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8702	**Mileage/Gas reimbursement/Lease etc.**	-	-	-	-	-	-	-	-	-	-	-	-	-	
*8800	Conferences, Conventions, Meetings	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*8900	Specific Assistance to Individuals	-	-	-	-	-	-	-	-	-	-	-	-	-	-
**8916	Client Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9000	Membership Dues	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9100	Awards & Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9200	Allocated Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9300	Client Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9400	Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9401	**Employee Malpractice Insurance**	-	-	-	-	-	-	-	-	-	-	-	-	-	
9402	**Employee Bonding Insurance**	-	-	-	-	-	-	-	-	-	-	-	-	-	
9403	**Other (Please itemize below)**	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
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		-	-	-	-	-	-	-	-	-	-	-	-	-	
*9500	Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-
*9600	Allocations to Agencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9601-9690	**Allocations to Agencies,**	-	-	-	-	-	-	-	-	-	-	-	-	-	
9691	**Payments to Affiliated Organizations**	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	

Milwaukee County Department of Health and Human Services (DHHS)
Detailed Expenses Report

Agency Agency
Program Program

Important: DO NOT MAKE CHANGES TO MONTHS YOU HAVE ALREADY BILLED.

Account Number	Expense Description	January Expenses	February Expenses	March Expenses	April Expenses	May Expenses	June Expenses	July Expenses	August Expenses	September Expenses	October Expenses	November Expenses	December Expenses	Final Expenses	Year-To-Date Expenses
*	Other Than Above (please itemize)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
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		-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-

January:	February:	March:	April:	May:	June:	July:	August:	September:	October:	November:	December:	Final Expense:

Milwaukee County Department of Health and Human Services (DHHS)
Equipment Report

Agency Agency

Program Program

List of Equipments/Assets (over $500) purchased with county funds

Total (should equal your year to date amount on account #8505 "Exp Details") -
-

Date of Purchase	Sr. #	Item Description	Cost
			-

Milwaukee County Department of Health and Human Services (DHHS)

Agency Agency

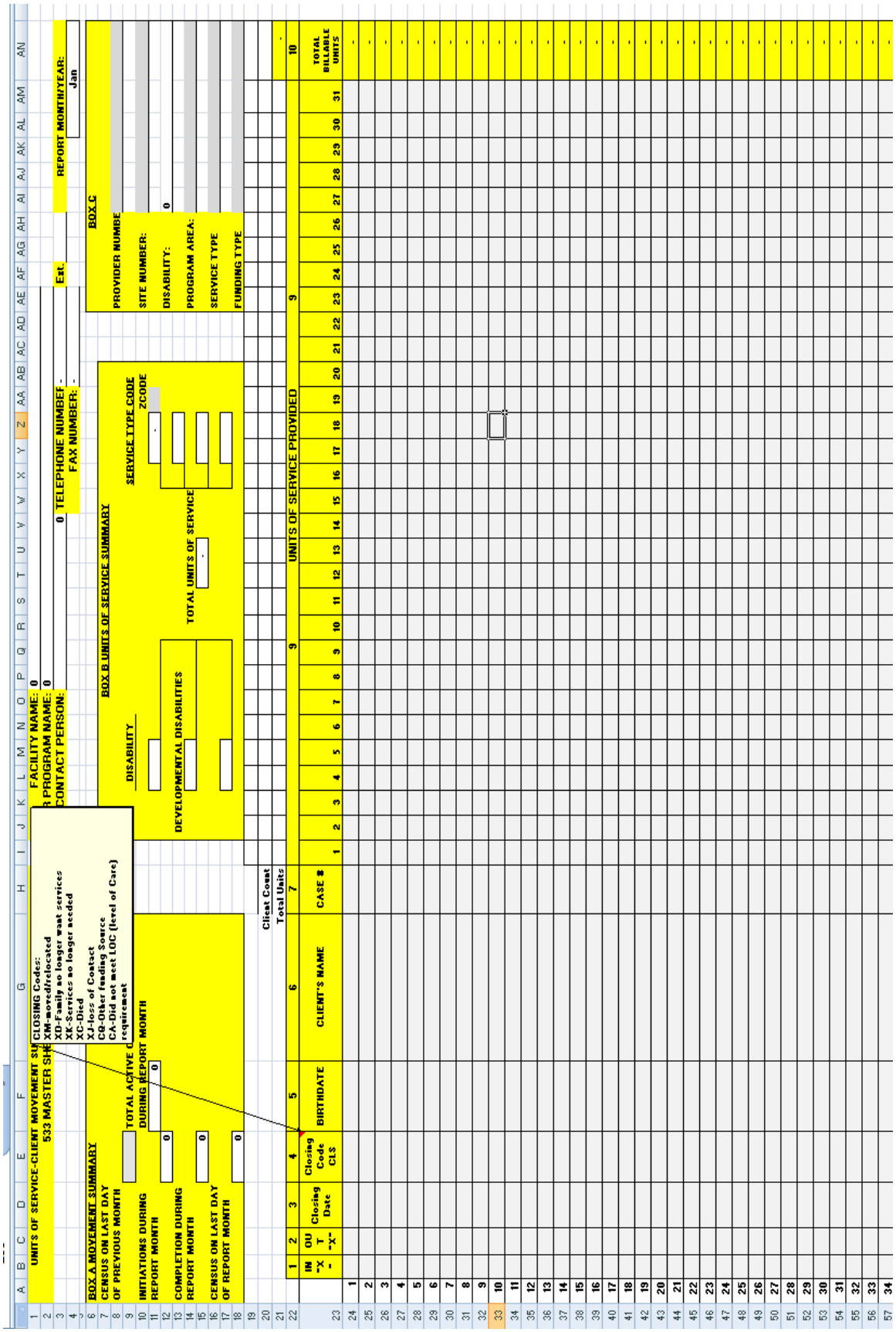
Program Program

Details of Employee Travel

Total (should equal Year to date amount on Account # 8709) -

Difference -

Dates of Travel		Purpose of Visit	Place visited (City, State)	Name(s) of Care worker(s) /Employee (s) traveled	Amount
From	To				
					-



Applicable to DSD Programs

Section 6.2: Annual Audit Requirements

General Requirements
Milwaukee County DHHS requirements
Examples of properly or improperly reported schedules
Audit Waiver

SECTION 6.2: ANNUAL AUDIT REQUIREMENTS

6.2.1. General Requirements

Annual audits of contract agencies receiving $25,000 or more from Milwaukee County Department of Health and Human Services are required per Wisconsin Statutes, Section 46.036(4)(c). Those audits are to be performed in accordance with the requirements of the Wisconsin *Provider Agency Audit Guide (PAAG), 1999 revision issued by WI Department of* Corrections and Workforce Development *or Department of Health Service Audit guide DHSAG) latest revision* issued by Wisconsin Departments of Health Services.

The PAAG/DHSAG includes the following audit reports and schedules:

- Auditor's Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Awards.
- Financial Statements of the Overall Agency.
- Schedule of Expenditures of Federal and State Awards.
- Incorporated Group Home/Child Caring Institution Supplemental Schedule.
- Reserve Supplemental Schedule.
- Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements in Accordance with Governmental Auditing Standards and the Provider Agency Audit Guide.
- Schedule of Prior Year Findings.
- Schedule of Current Year Findings.
- Corrective Action Plan.
- Schedule of Findings and Questioned Costs.

6.2.2. Milwaukee County Department of Health and Human Services Requirements

The allowability of costs is determined by the Federal Allowable Cost Principles found in *O.M.B. Circular A-122* for non-profit agencies and the Code of Federal Regulations *48 CFR part 31* for for-profit entities, and State Allowable Cost Principles found in the *Allowable Cost Policy Manual* issued by the Wisconsin Department of Health and Family Services and Allowable Cost PolicyManual Issued by Department of Children and Families. Purchase of Service Contracts effective January 1, 2006 and later also limit the allowability of costs based on variance from the approved budget(s).
The annual audit report shall contain a budget variance and reimbursable cost calculation for each program contracted, as identified as a separate line item in Attachment I of the Purchase of Service Contract. Such report shall follow the prescribed format, and determine the budget variance for each line item within the approved budget. Costs allowable under State and Federal Allowable Cost guidelines that exceed the approved budget by the greater of (1) 10% of the specific budget line item or (2) 3% of the total budget amount are deemed unallowable and not reimbursable under this contract. In no event shall the reimbursable amount exceed the contract amount.

An annual audit report in which the Schedule of Program Revenues and Expenses omits information or presents line-item information utilizing classifications not in strict adherence to those found in Budget Form 3 will place the Contractor out of compliance with the contract.

In past years, many auditors have prepared audited financial statements and supplementary schedules with total disregard to the requirements in the contract. This has placed many Contractors in technical non-compliance. Effective with 2006 Purchase of Service Contracts, such deviations from the contract requirements may cause budget variances, resulting in fiscal recoveries owed DHHS that would not be owed if the auditor had complied with the requirements of the contract. **IT IS IMPORTANT THAT YOUR AUDITOR READ THE CONTRACT, THIS SUPPLEMENT, AND AGREE TO ABIDE BY THESE REQUIREMENTS.**

In order to implement these limitations on the allowability of costs, additional schedules are required in your annual audit. These schedules must conform specifically as laid out, and cannot combine individual line items. The line items **must** conform precisely to the line items found in the *Anticipated Program Expenses,* Budget Form 3 for each individual program. A separate schedule must be prepared for each program award. **MULTIPLE PROGRAMS MAY NOT BE COMBINED INTO A SINGLE SUPPLEMENTAL SCHEDULE.**

Audited financial statements and supplementary schedules are the representation of management, not the auditor. Although auditors often prepare the financial statements and schedules on behalf of management, the accuracy and compliance of the financial statements are still the responsibility of management. If auditor prepared supplementary schedules deviate from the required content and level of detail, it is quite possible the Contractor Agency will have unallowable costs and owe money back to Milwaukee County DHHS, simply because of the deficient reports. Please be sure your auditor is aware of the required schedules, their required content and the required level of detail. These schedules are your representation and responsibility; **you are the party responsible for their content and preparation, not your auditor.**

6.2.3. Examples of properly and improperly reported schedules.

Following are examples of properly and improperly prepared Supplementary Schedules of Program Revenue and Expense. These are all examples of reports based on the same underlying costs. The Contractor Agency in this example spent the contract amount; within allowable budget variance levels, on allowable expenditures, and when the Schedule of Program Revenue and Expense is properly prepared, owes no money back. All of the fiscal recoveries are the result of improperly prepared audit reports.

EXAMPLES OF PROPERLY AND IMPROPERLY REPORTED SCHEDULES

Underlying data and assumptions

	Budget	Actual
Wages	$ 200,000	$ 210,000
Benefits	50,000	57,000
Payroll Taxes	20,000	21,000
Supplies	1,000	2,000
Occupancy	150,000	140,000
Indirect:		
Payroll	40,000	35,000
Benefits	10,000	7,500
Taxes	4,000	2,500
	$ 475,000	$ 475,000

Example 1: Audit report correctly presented
Example 2: Audit report combines Wages, Benefits & Taxes
Example 3: Audit report segregates Benefits as Insurance & Retirement
Example 4: Audit reports Indirect Cost items as direct costs

Schedule of Revenue & Expense	Example 1	Example 2	Example 3	Example 4
Wages	$ 210,000		$ 210,000	$ 245,000
Benefits	57,000			64,500
Benefits - Insurance			40,000	
Benefits - Retirement			17,000	
Payroll Taxes	21,000		21,000	23,500
Wages, Benefits & Taxes		$ 288,000		
Supplies	2,000	2,000	2,000	2,000
Occupancy	140,000	140,000	140,000	140,000
Indirect Costs	45,000	45,000	45,000	
	$ 475,000	$ 475,000	$ 475,000	$ 475,000

Example 1: Audit report correctly presented

Analysis:

	Budget	Actual	Variance	Maximum	Disallowed
Wages	$ 200,000	$ 210,000	$ 10,000	$ 20,000	$ -
Benefits	50,000	57,000	7,000	14,250	-
Payroll Taxes	20,000	21,000	1,000	14,250	-
Supplies	1,000	2,000	1,000	14,250	-
Occupancy	150,000	140,000	(10,000)	15,000	-
Indirect Costs	54,000	45,000	(9,000)	14,250	-
		475,000			
Disallowed Variance		-			$ -
	$ 475,000	$ 475,000			
Total Paid		$ 475,000			
Recovery		$ -			

Example 2: Audit report combines Wages, Benefits & Taxes

Analysis:

	Budget	Actual	Variance	Maximum	Disallowed
Wages	$ 200,000	$ 288,000	$ 88,000	$ 20,000	$ 68,000
Benefits	50,000	-	(50,000)	14,250	-
Payroll Taxes	20,000	-	(20,000)	14,250	-
Supplies	1,000	2,000	1,000	14,250	-
Occupancy	150,000	140,000	(10,000)	15,000	-
Indirect Costs	54,000	45,000	(9,000)	14,250	-
		475,000			
Disallowed Variance		(68,000)			$ 68,000
	$ 475,000	$ 407,000			
Total Paid		$ 475,000			
Recovery		$ 68,000			

Example 3: Audit report segregates Benefits as Insurance & Retirement

Analysis:	Budget	Actual	Variance	Maximum	Disallowed
Wages	$ 200,000	$ 210,000	$ 10,000	$ 20,000	$ -
Benefits	50,000	40,000	(10,000)	14,250	-
Payroll Taxes	20,000	21,000	1,000	14,250	-
Supplies	1,000	2,000	1,000	14,250	-
Occupancy	150,000	140,000	(10,000)	15,000	-
Indirect Costs	54,000	45,000	(9,000)	14,250	-
Unbudgeted Items		17,000	17,000	-	17,000
		475,000			
Disallowed Variance		(17,000)			$ 17,000
	$ 475,000	$ 458,000			
Total Paid		$ 475,000			
Recovery		$ 17,000			

Example 4: Audit reports Indirect Cost items as direct costs

Analysis:	Budget	Actual	Variance	Maximum	Disallowed
Wages	$ 200,000	$ 245,000	$ 45,000	$ 20,000	$ 25,000
Benefits	50,000	64,500	14,500	14,250	250
Payroll Taxes	20,000	23,500	3,500	14,250	-
Supplies	1,000	2,000	1,000	14,250	-
Occupancy	150,000	140,000	(10,000)	15,000	-
Indirect Costs	54,000		(54,000)	14,250	-
		475,000			
Disallowed Variance		(25,250)			$ 25,250
	$ 475,000	$ 449,750			
Total Paid		$ 475,000			
Recovery		$ 25,250			

6.2.4. Audit Waiver

Wisconsin Statute 46.036 requires an audit from providers that receive more than $25,000 from the Department of Health and Human Services or from a county. The statute allows the department to waive audits on a case-by-case basis. The waiver of the audit may be appropriate in certain circumstances, some of which are given below. The audit waiver criteria don't apply to Group Homes and Child Caring Institutions that provide out of home residential care for children. In addition, audits required under the Single Audit Act Amendment of 1996 cannot be waived (this refers to Single Audits under OMB Circular A-133 for agencies expending more than $500,000 of federal funding).

If the provider does not need to have a federal audit, the audit may be waived when:

- Provider is identified as a low risk, (Sole Proprietor/ Single member LLC, or with funding around $100,000, paid on a unit rate, alternative forms of financial reports are submitted, prior experiences, certain CBRF, AFH etc.)
- Provider agency agrees to increased or alternate form of reporting/monitoring efforts,
- Provider is funded solely with federal funds below the $500,000 threshold,
- Department's funding is a very small part of provider's overall business,
- The audit will create a financial hardship on the provider, (e.g. audit fee more than 5% of funding).
- Audited information is not needed, due to alternate source(s) being available,
- The agency does not operate a Group Home or Child Caring Institution.

As stated earlier, the waiver will be allowed on case-by-case basis. A request for waiver may be submitted to Contract Administration, Department of Health and Human Services on the attached Audit Waiver Request form before the due date of the audit. The form is also available on the web at *http://county.milwaukee.gov/ContractMgt15483.htm.*The Audit Waiver Request form may be completed electronically and submitted as an email attachment to sumanish.kalia@milwcnty.com, or faxed to DHHS Contract Administration at (414) 289-8574.

Agency Name: _____
Contact Person: _____ **Title:** _____
Address: _____
Phone #: _____ **Fax #** _____ **Email:** _____

AUDIT WAIVER REQUEST

Dennis Buesing,
Contract Administrator
Milwaukee County Department of Health & Human Services (DHHS)
1220 West Vliet St. Room B26 # 4
Milwaukee, WI 53205

Re: 2012 Purchase of Services Waiver of Audit Request

1. **Date of Request:** _____ 1a. **Type of Entity:** _____
2. **Program:** _____
3. **DHHS Division:** ***BHD/DSD/DCSD/MSD/HD***
4. **Total Amount of Contract with DHHS:** $_____
5. **Total Amount earned/payment received from DHHS:** $_____(estimate revenue)
6. **Total Amount earned/received from Other Governmental Sources (e.g. State, City):** $_____
7. **Reason Audit Waiver is being requested:**
   a. **Experience:**
      Number of years in Business: _____
      Number of year's experience providing these services: _____
      Number of year's experience providing these services to DHHS: _____
      Payment Method: ***Unit Rate/Cost/Lower of Cost or net units/Fee for Service***
      Other program reports submitted to DHHS: _____
      _____
      Other Program Reports e.g. Daily Time Sheets, Monthy Evaluation Reports, etc.
   b. **Audit Fee exceeds 5% of payments under DHHS contract:**

      Audit Cost: $_____
      Source of estimate: _____
      CPA Firms name, Contact & Phone number

   c. **Audit not cost effective or undue burden. Please explain:** _____
      _____
      Any other reasons for audit being undue burden or unnecessary. e.g. Not Cost Effective, Single Member LLC, Sole Proprietorship, etc.

8. Alternate Form of Financial Statement/Reports being provided in lieu of certified audit reports (Check all that you can provide)
   ☐ **CPA Compiled** ☐ **/Reviewed** ☐ **Internally Generated Financial Statement,**
   ☐ **Statement of Revenue and Expenditure by Program,** ☐ **Copy of Tax return**

Signature Date

OFFICE USE: ___Recommended ____Denied Vendor Type: Low Risk/High Risk

Comments/ alternate form of Financial and/or Program compliance monitoring being implemented:

_____

Signature Date

You can fax or email this form to: Fax (414) 289-8574 Email: skalia@milwcnty.com

Section 3: Required Annual Audit Schedules

Schedule of Program Revenue and Expense
Schedule of Revenue and Expense by Funding Source
Schedules Required by Provider Agency Audit Guide\Department of Health Services Audit Guide
Schedule of Expenditures of Federal and State Awards
Incorporated Group Home/Child Caring Institution Supplemental Schedule
Reserve Supplemental Schedule
Schedule of Findings and Questioned Costs

SECTION 6.3: REQUIRED ANNUAL AUDIT SCHEDULES

6.3.1 Schedule of Program Revenue and Expense

Prepare a separate Program Revenue and Expense Schedule for each program contracted. Each program contracted is represented by a separate line item on Exhibit I of the Purchase of Service Contract, and had has a separate Budget Form 3 in the proposal submission. **DO NOT COMBINE MULTIPLE PROGRAMS INTO A SINGLE PROGRAM REVENUE AND EXPENSE SCHEDULE**.

Specific Instructions

Actual. In the column labeled "Actual", report the actual costs incurred for the program during 2011 or the fiscal period ending in 2011. Do not include costs unallowable under the allowable costs principles contained in the *Allowable Cost Policy Manual, 1999 revision, O.M.B. Circular A-122 or Code of Federal Regulations 48 CFR part 31.*

Approved Budget. In the column labeled "Approved Budget", report the latest approved budget for the program, as calculated on Budget Forms 3 and 4. If you need to combine information from more than one Form 3 and Form 4 in order to encompass the entire budget for this program, **STOP.** Two or more programs have been combined in the report. The total actual expenses reported in this schedule will be compared to one and only one program budget. MONEY WILL BE OWED BACK TO MILWAUKEE COUNTY. Prepare a separate Program Revenue and Expense Schedule for each individual program.

Variance from Budget. In the column labeled "Variance From Budget" report the difference between the actual expenses incurred and the approved budget. Actual expenses in excess of the approved budget will be reported as positive amounts; actual expenses less than the approved budget amount will be reported as negatives.

Revenues. Report program revenues for all services performed in 2012 identified by the line items indicated. **DO NO COMBINE LINE ITEMS.** These line items correspond to the budget forms submitted with the original proposal, were part of the basis used in determining the contract amount and/or rate, and are incorporated into your contract by reference.

Expenses. Report program expenditures for all services performed in 2012 identified by the line items indicated. **DO NO COMBINE LINE ITEMS.** These line items correspond to the budget forms submitted with the original proposal, were part of the basis used in determining the contract amount and/or rate, and are incorporated into your contract by reference. As indicated in the examples previously presented, combination of line items may result in un-allowability of otherwise allowable costs.

NAME OF AGENCY
Schedule of Program Revenues and Expenses
For the Year Ended December 31, 2XXX

Program Name :_____

	Actual	Approved Budget	Variance from Budget
Revenues:			
DHHS Purchase of Service Contract	XXX	XXX	XXX
DHHS LTS Revenue (CIP/COP)	XXX	XXX	XXX
DHHS IPN/FFSN Revenues	XXX	XXX	XXX
MCDA (Aging) Revenue	XXX	XXX	XXX
Other Program Revenues	XXX	XXX	XXX
Total Revenues	XXX	XXX	XXX
Expenses:			
Salaries	XXX	XXX	XXX
Employee Benefits	XXX	XXX	XXX
Payroll Taxes	XXX	XXX	XXX
Professional Fees	XXX	XXX	XXX
Supplies	XXX	XXX	XXX
Telephone	XXX	XXX	XXX
Postage and Shipping	XXX	XXX	XXX
Occupancy	XXX	XXX	XXX
Equipment Costs	XXX	XXX	XXX
Printing and Publications	XXX	XXX	XXX
Employee Travel	XXX	XXX	XXX
Conferences, Conventions, Meetings	XXX	XXX	XXX
Specific Assistance to Individuals	XXX	XXX	XXX
Membership Dues	XXX	XXX	XXX
Awards and Grants	XXX	XXX	XXX
Allocated Costs (From Indirect Cost Allocation Plan, if applicable)	XXX	XXX	XXX
Client Transportation	XXX	XXX	XXX
Miscellaneous	XXX	XXX	XXX
Depreciation or Amortization	XXX	XXX	XXX
Allocations to Agencies, Payments to affiliated Organizations	XXX	XXX	XXX
Total Expenses	XXX	XXX	XXX
Net Profit	XXX	XXX	XXX
Allowable Profit (include calculation)	XXX	XXX	XXX
Net Profit in excess of Allowable Profit	XXX	XXX	XXX

6.3.2 Schedule of Revenue and Expenses by Funding Source

The Schedule of Revenues and Expenses by Funding Source incorporates all revenues and expenses for Milwaukee County DHHS funded programs as well as all other contracts, programs and functions of the Agency.

Milwaukee County DHHS Funded Programs. Report the total funding from Milwaukee County DHHS funded programs by Division – Disabilities Services Division (DSD), Delinquency & Court Services Division (DCSD), Management Services Division (MSD), Behavioral Health Division (BHD), and Wraparound Milwaukee and other Fee for Service Networks (e.g. CCSN, Wiser Choice, etc.). It is not necessary to report each individual program separately; however, it is necessary to report programs funded by each of the Divisions separately. If a program is partially funded by Milwaukee County DHHS and partially funded by another source, it must be included here.

Other Programs. Report other programs, contracts and functions of the Agency that are not funded by Milwaukee County DHHS. These would include Contracts with and Programs funded by Municipalities, Other Counties, the State of Wisconsin, and other Agencies. If a program is partially funded by Milwaukee County DHHS and partially funded by another source, do not include it here, it must be included under "Milwaukee County DHHS Funded Programs."

Indirect Costs. Report all indirect costs, allocable and unallocable, in this column. **Note**, not all indirect costs are allocable to federal, state, or county funded programs.

Total Agency. Sum all the reported revenues and expenses from the previous columns and place the total in the final column. The amounts in the final column should agree with the Agency-wide Statement of Operations or Income Statement.

Revenues and Expenses. Please do not alter the line items identified in this Schedule. These line items correspond to the line items in the approved budget upon which the Contract amount and/or rate were based.

> **Allocated Costs.** Report the indirect costs allocated to each program or contract in each respective columns. Report the total costs allocated to all the programs as a negative figure in the "Indirect Costs" column. When this row is summed across, the total for this line reported in the "Total Agency" column should be zero.

NAME OF AGENCY
Schedule of Revenues and Expenses By Funding Source
For the Year Ended December 31, 2XXX

	Milwaukee County DHHS Funded Programs					Other	Indirect	Total
	DSD	DCSD	ESD	BHD	IPN / FFSN	Programs	Cost	Agency
Revenues:								
DHHS Purchase of Service Contract	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
DHHS LTS Revenue (CIP/COP)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
DHHS IPN/FFSN Revenues	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
MCDA (Aging) Revenue	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Other Program Revenues	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Total Revenues	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Expenses:								
Salaries	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Employee Benefits	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Payroll Taxes	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Professional Fees	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Supplies	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Telephone	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Postage and Shipping	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Occupancy	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Equipment Costs	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Printing and Publications	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Employee Travel	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Conferences, Conventions, Meetings	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Specific Assistance to Individuals	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Membership Dues	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Awards and Grants	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Allocated Costs (From Indirect Cost Allocation Plan, if applicable)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Client Transportation	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Miscellaneous	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Depreciation or Amortization	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Allocations to Agencies, Payments to affiliated Organizations	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Total Expenses	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Net Profit	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Allowable Profit (include calculation)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Net Profit in excess of Allowable Profit	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

6.3.3 Schedules Required by the Provider Agency Audit Guide/ Department of Health Service Audit guide DHSAG) latest revision

In addition to the above schedules, the Wisconsin Provider Agency Audit Guide/ *Department of Health Service Audit guide DHSAG) latest revision* has several required schedules. These schedules are also required to be included in the annual audit report by the Milwaukee County Purchase of Service Contract. Please refer to the Provider Agency Audit Guide/ *Department of Health Service Audit guide DHSAG) latest revision* for instructions and information regarding each of these schedules.

6.3.3.1 Schedule of Expenditures of Federal and State Awards. Follow the format and instructions contained in the *Provider Agency Audit Guide/ Department of Health Service Audit guide DHSAG) latest revision and the Purchase of Service Contract with the Milwaukee County DHHS*. There are differences between the Schedule of Expenditures of Federal Awards required by *O.M.B. Circular A-133* and the Schedule of Expenditures of Federal and State Awards contained in the *Provider Agency Audit Guide*. Prepare the Schedule under the requirements of the *Provider Agency Audit Guide*.

6.3.3.2 Incorporated. Group Home/Child Caring Institution Supplemental Schedule. Follow the format and instructions contained in the *Provider Agency Audit Guide/ Department of Health Service Audit guide DHSAG) latest revision*. This form includes a calculation of the allowable reserve for Non-profit Agencies. **For Profit Entities are not permitted to retain a reserve under Federal or State Guidelines.** Non-profit Agencies wishing to retain a reserve **MUST** complete the reserve schedule at the bottom of the form.

6.3.3.3 Reserve Supplemental Schedule. Follow the format and instructions contained in the *Provider Agency Audit Guide/ Department of Health Service Audit guide DHSAG) latest revision*. Non-profit Agencies contracting for services on a prospective unit-rate basis are permitted to retain a reserve under State guidelines. **For Profit Entities are not permitted to retain a reserve under Federal or State Guidelines.** Non-profit Agencies wishing to retain a reserve **MUST** complete the reserve supplemental schedule.

6.3.3.4 Schedule of Findings and Questioned Costs. Follow the format and instructions contained in the *Provider Agency Audit Guide/ Department of Health Service Audit guide DHSAG) latest revision*. There are differences between the Schedule of Findings and Questioned Costs required by *O.M.B. Circular A-133* and the Schedule of Findings and Questioned Costs for audits performed in accordance with Circular A-133 contained in the *Provider Agency Audit Guide/ Department of Health Service Audit guide DHSAG) latest revision*. Prepare the Schedule under the requirements of the *Provider Agency Audit Guide/ Department of Health Service Audit guide DHSAG) latest revision*. Failure to include a Schedule of Findings and Questioned Costs consistent with the *Provider Agency Audit Guide/ Department of Health Service Audit guide DHSAG) latest revision* may result in requesting a properly prepared schedule before accepting the audit. Please refer to *Milwaukee County Department of Health and Human Services Administrative Probation Policy* regarding potential consequences if the audit is not accepted as submitted, and the auditor does not remedy the shortcomings.

Illustration 7.4 Schedule of Expenditures of Federal and State Awards

Example Agency
Schedule of Expenditures of Federal and State Awards[1]
For the Year Ended June 30 19X1

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number[2]	Federal Expenditures
U.S. Department of Agriculture:			
Pass-Through Program From:			
Wisconsin Department of Health and Family Services			
Special Supplemental Food Program for Women, Infants, And Children	10.557	147071, 147080 & 147156	$350,000 (Note B)[3]
Total Expenditures of Federal Awards			$350,000

State Grantor/Program		State Identifying Number	State Expenditures
Wisconsin Department of Health and Family Services:			
GPR Childhood Lead	na	177010	$85,000
GPR Lead Poisoning	na	177020	$15,000
Total Expenditures of State Awards			$100,000

The accompanying notes are an integral part of this schedule.
(These notes are on the following page.)

1 Additional formats for this schedule are available in the AICPA's Statement of Position 98-3 "Audits of States, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards." Also, some providers prefer other formats for the schedule to better suit their circumstances and the information needs of their report users. Providers can use other formats if they include the elements for this schedule that are listed in Section 7.1.4.

2 Use the Community Aids Reporting System (CARS) profile number, purchase order number, or contract number for the Pass-Through Entity Identifying Number and the State Identifying Number.

3 If federal, state, and local funds are commingled and if the commingled portion cannot be separated to specifically identify the individual funding sources, the total amount should be included in the schedule, with a note describing the commingled nature of the funds.

Illustration 7.5 Incorporated Group Home/Child Caring Institution Supplemental Schedule

Incorporated Group Home/Child Caring Institution Supplemental Schedule

Name of facility, HSRS provider number

Period covered by the audit

1. Total units of service _____
2. Allowable expenses for rate-based service _____
   - 2a. Expenses allowable for reimbursement from the IV-E program _____
   - 2b. Expenses allowable for reimbursement from the XIX program _____
   - 2c. Other allowable expenses _____
   - 2d. Allowable expenses for rate-based service (line 2a plus 2b plus 2c) _____
3. Total revenue for rate-based service _____
4. Excess (deficiency) revenue over expenses (line 3 less line 2) _____
5. Total reserve from all prior periods (not including this period) _____
6. Calculation of reserve and amounts due to purchaser:

Purchaser (6a)	Revenue from purchaser (6b)	Purch-aser' s share of total revenue (6c)	First Test				Second test					Total amount due to purchaser (6m)
			Purch-aser' s share of excess revenue (defic.) (6d)	Cap on reserve for first test (6e)	Amount to add to reserve for this period (6f)	Amount due to purchaser from first test (6g)	Purch-aser' s share of reserve from prior periods (6h)	Purch-aser' s share of reserve from all periods (6i)	Cap on reserve for second test (6j)	Amount of reserve (6k)	Amount due to purchaser from second test (6l)	

Illustration 7.6 Reserve Supplemental Schedule

Reserve Supplemental Schedule

Name of facility

Period covered by the audit

1. Total units of service _____
2. Allowable expenses for rate-based service _____
3. Total revenue for rate-based service _____
4. Excess (deficiency) revenue over expenses (line 3 less line 2) _____
5. Total reserve from all prior periods (not including this period) _____
6. Calculation of reserve and amounts due to purchaser:

Purchaser (6a)	Revenue from purchaser (6b)	Purch-aser' s share of total revenue (6c)	First Test				Second test					Total amount due to purchaser (6m)
			Purch-aser' s share of excess revenue (defic.) (6d)	Cap on reserve for first test (6e)	Amount to add to reserve for this period (6f)	Amount due to purchaser from first test (6g)	Purch-aser' s share of reserve from prior periods (6h)	Purch-aser' s share of reserve from all periods (6i)	Cap on reserve for second test (6j)	Amount of reserve (6k)	Amount due to purchaser from second test (6l)	

Illustration 7.9 Schedule of Findings and Questioned Costs, Continued

Example A – An agency-wide audit in accordance with just the *Provider Agency Audit Guide*

Example Agency
Schedule of Findings and Questioned Costs
For the Year Ended June 30 19X1

A. Summary of Auditor's Results	
Financial Statements	
1. Type of auditors' report issued?	Unqualified
2. Internal control over financial reporting:	
a. Material weakness(s) identified?	No
b. Reportable condition(s) identified not considered to be material weaknesses?	None reported
3. Noncompliance material to the financial statements noted?	No
B. Financial Statement Findings	No matters were reported
C. Other issues	
1. Does the auditor have substantial doubt as to the auditee's ability to continue as a going concern?	No
2. Does the audit report show audit issues (i.e. material non-compliance, non-material non-compliance, questioned costs, material weakness, reportable condition, management letter comment, excess revenue or excess reserve) related to grants/contracts with funding agencies that require audits to be in accordance with the *Provider Agency Audit Guide*:	
Department of Health and Family Services	Yes
Department of Workforce Development	N/A
Department of Corrections	N/A
3. Was a Management Letter or other document conveying audit comments issued as a result of this audit? (yes/no)	No
4. Name and signature of partner	_____
5. Date of report	_____

Illustration 7.9 Schedule of Findings and Questioned Costs, Continued

Example B – An agency-wide audit in accordance with both the *Provider Agency Audit Guide* and OMB Circular A-133

Example Agency
Schedule of Findings and Questioned Costs
For the Year Ended June 30 19X1

A. Summary of Auditor's Results		
Financial Statements		
1. Type of auditors' report issued?	Unqualified	
2. Internal control over financial reporting:		
a. Material weakness(s) identified?	No	
b. Reportable condition(s) identified not considered to be material weaknesses?	None reported	
3. Noncompliance material to the financial statements noted?	No	
Federal Awards		
4. Internal control over major programs:		
a. Material weakness(s) identified?	No	
b. Reportable condition(s) identified not considered to be material weaknesses?	None reported	
5. Type of auditor's report issued on compliance for major programs?	Unqualified	
6. Any audit findings discloses that are required to be reported in accordance with Circular A-133, Section .510(a)?	No	
7. Identification of major programs:	CFDA No.	Amount
Special Supplemental Food Program for Women, Infants, and Children	10.557	$350,000
8. Dollar threshold used to distinguish between Type A and Type B programs?	$300,000	
9. Auditee qualified as low-risk auditee?	No	
B. Financial Statement Findings	No matters were reported	
C. Federal and State Award Findings and Questioned Costs	No matters were reported	
D. Other Issues		
1. Does the auditor have substantial doubt as to the auditee's ability to continue as a going concern?	No	
2. Does the audit report show audit issues (i.e. material non-compliance, non-material non-compliance, questioned costs, material weakness, reportable condition, management letter comment, excess revenue or excess reserve) related to grants/contracts with funding agencies that require audits to be in accordance with the *Provider Agency Audit Guide*:		
Department of Health and Family Services	Yes	
Department of Workforce Development	N/A	
Department of Corrections	N/A	
3. Was a Management Letter or other document conveying audit comments issued as a result of this audit? (yes/no)	No	
4. Name and signature of partner	_____	
5. Date of report	_____	

HOUSING DIVISION

SECTION 7:

FORMS

7. FORMS

- Rate Sheet

- All other required forms has been included in the respective sections, except linked budget forms, which have been included on the 2012 DHHS RFP CD and are also available for download from the Contract Administration website at: http://county.milwaukee.gov/DHHS_bids

RATE SHEET

Service: _____

Proposer must submit a rate for Billable Services if required in the RFP document

Service	**Unit of Service (per Hour, Per 15 min, Per Client etc)**	**Cost per Unit**	**Comments (if any)**

_____
Authorized Signature:

_____ _____
Printed Name: Title:

_____ _____
Company: Date:

HOUSING DIVISION

SECTION 8:

APPENDICES

8. APPENDICES

- Department of Audit Hotline Flyer
- Designation of Confidential and Proprietary Information
- Statement of Deviations and Exceptions

MILWAUKEE COUNTY GOVERNMENT

H O T L I N E

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

Write: Audit Hotline- 2711 W. Wells St., 9th Floor, Milwaukee, WI 53208
Website: my.execpc.com/~milcoaud

A service of the Milwaukee County Comptroller's Office

For Reporting:

- **Incidents of fraud or waste in County government**
- **Concerns over inefficient Milwaukee County government operations**

CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES

-------- Other Numbers --------

Milwaukee County:	
Aging - Elder Abuse Helpline	414-289-6874
Child Support - TIPS Hotline (Turn in Parents for Support)	414-278-5222
District Attorney –	
Consumer Fraud Unit	414-278-4646
Public Integrity Unit	414-278-4645
Mental Health	
Crisis Hotline	414-257-7222
Crisis Hotline (TTY/TDD)	414-257-6300

City of Milwaukee:	
Fraud Hotline	414-286-3440

Sheriff's Department –	
Community Against Pushers (Anonymous Drug Reporting)	414-273-2020
Guns Hotline	414-278-4867

State of Wisconsin:	
Child Abuse or Neglect Referrals	414-220-7233
DOJ Consumer Protection Unit	1-800-998-0700
Wisconsin W-2 Fraud Hotline	1-877-865-3432
Wisconsin Child Care Fraud	1-877-302-3728
Legislative Audit Bureau Hotline	1-877-372-8317

Federal:	
Medicare Fraud	1-800-447-8477
Social Security Fraud	1-800-269-0271
Federal Funds Fraud (FraudNet)	1-800-424-5454

(7/2/12)

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the 2013 RFP 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 proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when 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 RFP 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 _____

STATEMENT OF DEVIATIONS AND EXCEPTIONS

Proposer(s) has reviewed the RFP and other Requirements in their entirety and has the following exceptions and deviations:

(Please list your exceptions and deviations by indicating the section or paragraph number, and page number, as applicable. Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

_____	_____
Name of Authorized Representative	Title
_____	_____
Signature of Authorized Representative	Date