



MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES

MANAGEMENT SERVICES DIVISION

YEAR 2013
PROFESSIONAL SERVICE CONTRACTS GUIDELINES
PROGRAM AND TECHNICAL REQUIREMENTS

Issued July 16, 2012
Proposal due 4:00 PM CDT, September 4, 2012

Ver. 7/13/12



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Milwaukee County

July, 2012

To: Firms, Individuals and other Interested Parties

The Milwaukee County Department of Health and Human Services (DHHS) invites firms, individuals and other interested parties to participate in the **Request for Proposal (RFP) process** for Professional Services Agreements by submitting applications for management, technical and accounting services under Professional Services Agreements in 2013. Please refer to the Program Requirements contained in the *Year 2013 Professional Services Agreement Guidelines* for a full description of professional services required. The Department welcomes new prospective vendors to participate in this RFP process.

Application materials (*Program and Technical Requirement Guidelines*) will only be available in electronic format. CD-ROMs may be picked up between 8:30 AM to 4:30 PM, beginning **Monday, July 16, 2012** at the Milwaukee County Marcia P. Coggs Human Services Center, Room B-26, 1220 West Vliet Street, Milwaukee WI 53205. Materials may also be downloaded from:
http://county.milwaukee.gov/DHHS_bids

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

Tuesday, August 7, 2012

4:00 p.m.

Bay View Library

2566 South Kinnickinnic Avenue
Milwaukee, WI 53207

Thursday, August 9, 2012

3:00 p.m.

Washington Park Senior Center

4420 W. Vliet Street
Milwaukee, WI 53208

All applications 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 **Tuesday, September 4, 2012.**

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

Applications may be mailed or delivered to:

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

*** Note – room number may change – check http://county.milwaukee.gov/DHHS_bids for updates

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

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

Information about the professional services:

Dennis Buesing, Contract Administrator (414) 289-5853

Technical Requirements (questions about application requirements):

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

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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Management Services Division

SECTION 1

INTRODUCTION

INTRODUCTION

Welcome to the Year 2013 Professional Services Contract Request for Proposal (RFP) process. The technical requirements set forth in these guidelines apply to proposals submitted for funding programs under the Department of Health and Human Services (DHHS) Management Services Division (MSD). The programs for bid are described in Section 5 of this booklet.

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

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

http://county.milwaukee.gov/DHHS_bids

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

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

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

MANAGEMENT SERVICES

SECTION 2

RFP INFORMATION

SECTION 2, RFP INFORMATION

The Manager for this RFP is Dennis Buesing

Address:

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

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, discrepancy, omission, conflict within this document, or conflict with law, rules or regulations or any 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 **August 3rd, 2012**. **All questions must cite the appropriate RFP Section and Part number if applicable.** In addition, all questions should be submitted to dennis.buesing@milwcnty.com via email.

It is the intent of the County that these questions will be answered and posted on: http://county.milwaukee.gov/DHHS_bids on or before **August 17, 2012**.

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATIONS

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

ESTIMATED TIMETABLE FOR RFP

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

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

Proposals are due by **4:30 PM CDT on September 4, 2012.**

RFP Schedule

RFP Milestones	Completion Dates
RFP issue date	July 16 th , 2012
Written question submission date	August 3 rd , 2012
1st Question and Answer Session (Pre-bid Conference)	August 7 th , 2012; 4 PM
2nd Question and Answer Session (Pre-bid Conference)	August 8 th , 2012; 3:15 PM
Written Q&A posted to website	August 17 th , 2012
Written Proposals due	September 4 th , 2012; 4:30 PM CDT

SUBMITTING THE PROPOSAL

All applications for funding **must be received** by the DHHS **no later than 4:30 p.m. CDT on Tuesday, September 4th, 2011.** Late proposals will be rejected. Applications

for all DHHS divisions must be mailed or delivered to: Milwaukee County DHHS, Contract Administration, 1220 West Vliet Street, Suite B26, Milwaukee WI 53205.

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

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

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

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

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

MODIFICATION OF PROPOSAL

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

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

INCURRING COSTS

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is

entirely responsible for any costs incurred during the RFP process, including site visits for discussions, face-to-face interviews, presentations or negotiations of the Contract.

RENEWAL/DATES OF PERFORMANCE

Selected Contractors shall begin work on January 1, 2013 and terminate December 31, 2013, unless the Contract is otherwise renewed or extended.

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

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

MISCELLANEOUS

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

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

Disadvantaged Business Enterprise Utilization DHHS has set a goal of 17% participation of Disadvantaged Business Enterprises (DBEs) in all Professional Services Contracts. Applicable Milwaukee County DBE forms included with this RFP in Section 6 must be completed, signed and submitted with each proposal. For more information, contact the Community Business Development Partners office at 278-5248.

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

PROPRIETARY INFORMATION:

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

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

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form. (Attachment #A) Confidential information must be labeled as such. Costs (pricing) always becomes public information when proposals are opened, and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the proposal submitted.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the 2013 Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

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

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

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

We request that the following pages not be released:

Section	Page #	Topic

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

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

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

MANAGEMENT SERVICES

SECTION 3

PROPOSAL SELECTION AND AWARD PROCESS

3. PROPOSAL SELECTION AND AWARD PROCESS

3.1 PROPOSAL SCORING AND SELECTION PROCESS

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

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

REQUEST FOR PROPOSAL EVALUATION:

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

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

The Evaluation Panel will be the sole determiner of the evaluation points to be assigned. The determination whether any proposal by a Proposer does or does not conform to the conditions and specifications of this RFP is the responsibility of the RFP Manager.

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

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

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

3.2 EVALUATION CRITERIA

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

3.3 NEGOTIATIONS

DHHS may, at its sole option, open negotiations with the three highest ranking proposers after the proposal closing date and prior to award. DHHS reserves the right to delete or add services until the final contract signing.

3.4 RIGHT TO REJECT PROPOSALS

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

3.5 NOTICE OF INTENT TO AWARD

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

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

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

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

3.6 PROTEST AND APPEALS PROCESS

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

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

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

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

The actual written Protest(s) should be filed with 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 by the department of a valid "Notice of Intent to Protest." Late filing of the Protest will invalidate the protest

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

3.7 Time period for retention of unsuccessful proposals and scoring

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

MANAGEMENT SERVICES

SECTION 4

TECHNICAL REQUIREMENTS

SECTION 4. TECHNICAL REQUIREMENTS

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

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

ACCEPTANCE-REJECTION

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

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

DEVIATIONS AND EXCEPTIONS

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

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

SECTION 4, PART 1

TECHNICAL REQUIREMENTS

AGENCY APPLICATION INSTRUCTIONS and FORMS

APPLICATION CONTENTS – I. INITIAL SUBMISSION

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

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

INTRODUCTION

1	Cover Letter		
2	Application Summary Sheet		

SECTION 2, RFP INFORMATION – NO SUBMISSIONS REQUIRED

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

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

	Application Contents		
3	Authorization To File		
5	Board of Directors, Owners, Stockholders Demographic Summary		
6	Ownership, Independence and Governance		
7	Agency Owners/Stockholders/Officers		
10	Licenses and Certificates		
11	Indemnity, Data And Information, and HIPAA Compliance Statement		
13a	Related Party Disclosure		
13b	Employee Hours-Related Organization Disclosure (Form 2C)		
14	Conflict Of Interest & Prohibited Practices Certification		
15	Equal Employment Opportunity Certificate		
16	Equal Opportunity Policy		
	Audit Hotline Flyer (for posting)		
17	Certification Statement Regarding Debarment And Suspension		
18	Additional Disclosures		
19	Certification Regarding Compliance With Background Checks - Caregiver		
20	Cultural Diversity and Cultural Competence		
21	Civil Rights Compliance Plan		
22	Emergency Management Plan (Not Applicable for this contract)	NA	NA

SECTION 4, PART 2 – PROGRAM APPLICATION

26	Agency Employee Hours and Salaries (Forms 2) Not required for this RFP.	NA	NA
27	Employee Demographics Summary (Form 2B) Not required for this RFP.	NA	NA
30	Contract Organizational Chart for Proposed Service		

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

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

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

SECTION 6 – DISADVANTAGED BUSINESS UTILIZATION - SUBMIT FORMS AS REQUIRED

SECTION 7 – APPENDICES

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

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

SAMPLE COVER LETTER

ITEM #1

(ON VENDOR LETTERHEAD)

DATE:

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

Dear Mr. Colón:

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

Sincerely,

Authorized Signature _____

Title _____

Name of Agency _____

YEAR 2013 APPLICATION SUMMARY SHEET

Item 2

Agency _____ Agency Director _____

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

Address _____
(Street) (City) (State) (Zip)

Contact Person _____

Telephone# _____ Email _____

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

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

Division: BHD DCSD MSD (check one)

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

A. Program Number: _____ **Program Name:** _____
Continuation _____ Expansion _____ New _____
2012 Funding: _____ 2013 Request: _____
Site(s):
(1) _____ (3) _____
(2) _____ (4) _____

B. Program Number: _____ **Program Name:** _____
Continuation _____ Expansion _____ New _____
2012 Funding: _____ 2013 Request: _____
Site(s):
(1) _____ (3) _____
(2) _____ (4) _____

C. Program Number: _____ **Program Name:** _____
Continuation _____ Expansion _____ New _____
2012 Funding: _____ 2013 Request: _____
Site(s):
(1) _____ (3) _____
(2) _____ (4) _____

YEAR 2013 AUTHORIZATION TO FILE RESOLUTION
(Applicable for Non-Profit and For-Profit Corporations Only)

Item 3

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

BE IT RESOLVED, that the Board of Directors of _____ (Agency Name) hereby authorizes the filing of an application for the Year 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 Milwaukee County DHHS staff.

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

_____ (Name and Title)

and _____ (Optional Name(s) and Title) is (are)

authorized to sign the Year 2013 Professional Services Contract.

Name: _____
(Signature of the Secretary of the Board of Directors)

Printed Name: _____

Date: _____

**YEAR 2013 BOARD OF DIRECTORS/AGENCY OWNERS/STOCKHOLDERS
DEMOGRAPHICS SUMMARY**

ITEM # 5

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

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

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

Ethnicity is defined as:

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

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

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

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Licenses and Certifications –

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

**YEAR 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.

Health Insurance Portability and Accountability Act

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

Authorized signature _____ Date _____

Agency _____

INSURANCE

ITEM #12

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

Automobile insurance that meets the Minimum Limits as described in this RFP 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.**

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

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

TYPE OF COVERAGE

Wisconsin Workers' Compensation

Employer's Liability

Commercial General and/or Business Owner's Liability

Bodily Injury & Property Damage
(Incl. Personal Injury, Fire, Legal
Contractual & Products/Completed

Operations)

Automobile Liability

Bodily Injury & Property Damage
All Autos - Owned, Non-Owned and/or Hired
Uninsured Motorists

MINIMUM LIMITS

Statutory or Proof of all States
Coverage

\$100,000/\$500,000/\$100,000

\$1,000,000 - Per Occurrence

\$1,000,000 - General Aggregate

\$1,000,000 Per Accident

Per Wisconsin Requirements

Professional Liability

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

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

Exceptions of compliance with “additional insured” endorsement are:

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

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

CERTIFICATE HOLDER

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

If Contractor’s insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and*

indicate the Retroactive Date, Provider shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

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

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

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

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

YEAR 2013 RELATED PARTY DISCLOSURES

Item 13a

Milwaukee County Employee

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 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

**FORM 2C - YEAR 2013 EMPLOYEE HOURS - RELATED ORGANIZATION
DISCLOSURE** *ITEM # 13b*

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

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

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

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

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Interest in Contract

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

Interest of Other Public Officials

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

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

Prohibited Practices

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

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

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

**YEAR 2013 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS**

Item 15

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

Non-Discrimination

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

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

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

Affirmative Action Program

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

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

Non-Segregated Facilities

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

Subcontractors

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

Reporting Requirement

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

Affirmative Action Plan

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

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

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

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

Employees

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

Compliance

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

Executed this _____ day of _____, 20____ by: Firm Name _____

By _____ Address _____

(Signature)

Title _____ City/State/Zip _____

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

EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS

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

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

SERVICE DELIVERY - CIVIL RIGHTS

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

_____ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

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

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

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

(Director or Chief Officer)

(Title)

(Date)

This Policy Statement shall be posted in a conspicuous location.

Department of Audit Hotline

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

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

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

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

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

CERTIFICATION STATEMENT

DEBARMENT AND SUSPENSION

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

ADDITIONAL DISCLOSURES

ITEM # 18

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL DISCLOSURES CERTIFICATION

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

CERTIFICATION STATEMENT

RESOLUTION REGARDING CAREGIVER AND CRIMINAL BACKGROUND CHECKS

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

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

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

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

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

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

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

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

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

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

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

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

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

CULTURAL COMPETENCE

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

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Agency: _____

Civil Rights Compliance Plan - Consistent with the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development and the Department of Health and Family Services, all applicants who are awarded contracts must complete and submit a Civil Rights Compliance Plan (CRCP), within 120 days of effective date of contract. The effective date of contracts, unless indicated otherwise, will be January 1st, 2013, making CRCPs due no later than 4:30 p.m. on April 30th, 2013. This is mandatory for all agencies that meet the criteria listed below. If Contractor has submitted the CRCP to the State as well, the State letter indicating approval of the Plan should be included in the Milwaukee County submission, and will be accepted in lieu of the CRCP plan itself.

Entire Civil Rights Compliance Plan

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

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

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

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

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

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

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

EMERGENCY MANAGEMENT PLAN

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

1. Agency's order of succession and emergency communications plan, including who at the facility/organization will be in authority to make the decision to execute the plan to evacuate or shelter in place and what will be the chain of command;
2. Develop a continuity of operations business plan using an all-hazards approach (e.g., floods, tornadoes, blizzards, fire, electrical blackout, bioterrorism, pandemic influenza or other natural or man-made disasters) that could potentially affect current operations or site directly and indirectly within a particular area or location;
3. Identify services deemed "essential", and any other services that will remain operational during an emergency (**Note, Agencies who offer case management, residential, or personal care for individuals with medical, cognitive, emotional or mental health needs, or to individuals with physical or developmental disabilities are deemed to be providers of essential services**);
4. Identify and communicate procedures for orderly evacuation or other response approved by local emergency management agency during a fire emergency;
5. Plan a response to serious illness, including pandemic, or accidents;
6. Prepare for and respond to severe weather including tornado and flooding;
7. Plan a route to dry land when a facility or site is located in a flood plain;
8. For residential facilities, identify the location of an Alternate Care Site for Residents/Clients (**Note, this should include a minimum of two alternate facilities, with the second being at least 50 miles from the current facility**);
9. Identify a means, other than public transportation, of transporting residents to the Alternate Care location (**Note, for Alternate Care Sites and transportation, a surge capability assessment and Memorandum of Understanding (MOU) with Alternate Care Site and alternative transportation provider should be included in the development of the emergency plan**);
10. Identify the role(s) of staff during an emergency, including critical personnel, key functions and staffing schedules (**Note, in the case of Personal Care Workers, staff should be prepared to accompany the Client to the Alternate Care Site, or local emergency management identified Emergency Shelter**). Provide a description of your agency's proposed strategy for handling fluctuations in staffing needs. Examples may include, but are not limited to: referral networks, flexible staffing, on-call staff, or "pool" workers, and other strategies to expand or reduce

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>

SECTION 4, PART 2

TECHNICAL REQUIREMENTS

PROGRAM APPLICATION

INSTRUCTIONS and FORMS

COMPLETE PART 2 FOR EACH PROGRAM

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

FORM 2 – INSTRUCTIONS FOR MANUAL COMPLETION OF FORMS – Not Required for this RFP

Column 1 - Position Title

Enter the title of each position with any portion of its time directly allocated to the Management Services Division program you are applying for. **There should be one entry per employee.**

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

Column 2 – Code

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

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

Column 3 - Ethnic/Race and Gender Codes

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

Ethnic/Race Codes:

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

Gender Codes:

F: Female
M: Male

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

Value Definitions are:

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

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

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

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

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

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

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

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

Column 4 and 5- Hours Per Week - Annual Salary

Enter total number of hours worked per week for the agency, and the total annual salary in column 5.

Columns 5 through 6

Salaries must be allocated to each program/service by hours per week and yearly dollar amounts. Enter salary allocated to this program in column 6.

FORM 2B - YEAR 2013 EMPLOYEE DEMOGRAPHICS SUMMARY

Item 27:

Not Required for this RFP

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

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

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

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

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

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Agency: _____

CONTRACTOR ORGANIZATIONAL CHART FOR PROPOSED SERVICE

Item 30

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

Program Narrative - see Section 4, Part 3

Items 31 - 33

Identify the name and number of the program/service for which you are requesting funding as it is identified in the *Year 2013 Professional Services Agreement Guidelines, Program Requirements* (Section 5).

Provide a narrative describing your service. Refer to the *Year 2013 Professional Services Agreement Guidelines, Program Requirements Section 5* for all the required service components for the contract/service you are proposing.

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

SECTION 4, PART 3

TECHNICAL REQUIREMENTS

OVERVIEW OF PROPOSAL REVIEW PROCESS

PROPOSAL REVIEW EVALUATION CRITERIA

QUALITY ASSURANCE

I. Overview of the Request for Proposal Evaluation Process

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

EVALUATION OF PROPOSALS

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

1. REQUIRED INFORMATION

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

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

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

3. QUALIFICATIONS - (0-20 Points)

Items 31a & 31b

In the Qualifications section of the proposal, the applicant/individual has the opportunity to furnish credentials of the individuals providing the services. The applicant should provide the name, credentials and resume of the principal person(s) providing the services as well as information addressing his/her professional experience as an accountant in governmental accounting, audit and audit review services. CPA license is required. Full points will be given to applicant meeting minimum requirements for this criterion. Advanced certifications, and/or up-to-date maintenance of AICPA CPE requirements will be considered a plus. In the event of a tied score for this criterion, the applicant with "preferred" or "desired" qualifications, or qualifications considered "a plus" will be awarded two (2) additional bonus points for this criterion.

4. EXPERIENCE - (0- 40 Points)

Item 32

In the Experience section of the proposal, the applicant/individual has the opportunity to describe in greater detail (than the Qualifications section) the principal service provider(s)' professional experience in governmental accounting as well as audit and audit review experience, experience in the application of data processing methods of accounting and proficiency in use of MS Excel as well as other software applications.

As part of Experience, the proposal may also include information that supports the applicant's ability to compile and objectively analyze very large volumes of data, and large databases; to perform accounting and auditing functions, to prepare written reports; and, to effectively and cooperatively assist and direct others.

In the event of a tied score for this criterion, the applicant with “preferred” or “desired” experience, or experience considered “a plus” will be awarded four (4) additional bonus points for this criterion. Prior experience successfully working with written Prior Authorizations for client services and claims submission experience with a TPA is preferred.

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

Item 33

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

TOTAL POSSIBLE SCORE 100 POINTS

DEPARTMENT OF HEALTH AND HUMAN SERVICES
QUALITY ASSURANCE

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

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

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

Management Services Division

SECTION 5

PROGRAM REQUIREMENTS

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

MANAGEMENT SERVICES DIVISION

REQUEST FOR PROPOSALS

GOVERNMENTAL ACCOUNTING, AUDITING and AUDIT REVIEW SERVICES

Program No. MSD001

INTRODUCTION

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified persons interested in providing governmental accounting, internal and external auditing, and audit review services, under a Professional Service Agreement in 2013, to the Contract Administration and Accounting sections of the Management Services Division.

BACKGROUND

The function of Contract Administration is to coordinate and monitor contract related activities for the Department of Health and Human Services Disability Services, Delinquency and Court Services, Housing and Behavioral Health and Management Services Divisions; and, to serve as fiscal liaison between the Department and human service purchase and professional service contractors. In the year 2012, the Department entered into hundreds of contractual relationships including purchase of service contracts and professional and fee-for-service agreements. Contract Administration is responsible for the following:

- to prepare, coordinate and publish RFP guidelines for purchase of service, fee for service, and professional service contracts;
- to prepare, process and distribute purchase, CBRF, and professional service contracts and contract amendments;
- to develop and implement operating policies and procedures governing the content and language of DHHS contracts and fee-for-service agreements, and monitor and analyze contracts for compliance with governmental laws, rules and regulations, and County and departmental policies and procedures;
- to produce and distribute monthly contract monitoring reports which monitor expenditures and payments;
- to organize and maintain application material into a masterfile system;
- to monitor contractor and provider compliance with governmental and contractual requirements, and departmental policies and procedures;

- to review annual certified audits of human service contractors and fee-for-service providers. This includes: performing compliance reviews and fiscal reviews of certified audit reports; preparing correspondence; responding to phone calls, and meeting with contract representatives and their auditors when requested;
- to prepare reports for and disseminate information to DHHS divisions and other County departments;
- to direct and oversee the quality assurance planning, auditing and monitoring activities of agencies and organizations that have contractual relationships and fee-for-service agreements (on provider networks) with the DHHS;
- to develop, implement and coordinate the education, monitoring and training of DHHS personnel, contractors, providers and consumers;
- to conduct on-site fiscal and compliance audits of agencies and organizations that have contractual relationships with the DHHS, and issue audit reports, recommendations and corrective actions for distribution to contractor and provider agencies and DHHS program division administrators;
- to evaluate agencies' audit responses and/or corrective action plans, and communicate the outcome to contractors and providers as well as the DHHS program divisions and make recommendations regarding the status of agencies in terms of compliance, probation, etc.;
- to design, develop, implement and direct the Department's internal audit quality assurance and compliance review procedures as request by the director and/or division administrators
- to coordinate and work with the Milwaukee County Department of Audit on audit and quality assurance related issues;
- to consult and work with Milwaukee County Corporation Counsel and Risk Management on RFP and contract provisions and other matters regarding potential litigation or prosecution, or requiring legal interpretations, language, decisions, opinions, etc.;
- to coordinate with federal and state funding and regulatory agencies and other DHHS representatives to establish, develop and maintain high quality assurance standards, service descriptions, indicators, measures and outcomes for the DHHS client service purchase systems;
- to prepare special informational and statistical reports and work on special projects for the State, the County Board and other County departments and divisions when requested. Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the

responsibility of Contract Administration to perform analyses, prepare reports and complete projects in a timely manner. This may involve large data files and data collection and/or the development of sophisticated databases or other software program to analyze data;

- to serve as fiscal liaison with human service purchase agencies; accounting staff; DHHS divisional program administrators; other County departments, and federal and state funding agencies.

The function of the Accounting Section is to coordinate and monitor accounting activities for the Department of Health and Human Services, Disability Services, Delinquency and Court Services, Behavioral Health and Housing Divisions; and, to serve as fiscal liaison between the Department and Central Accounting and Budget Departments within the County and Various State and Federal Agencies. The 2013 budget includes over \$188 Million in revenue from various State and Federal Agencies. The Accounting Section is responsible for the following:

- Reporting on and claiming all revenue from the various funding sources.
- To monitor compliance with governmental and contractual requirements from the various Federal and State funding sources.
- To prepare reports for and disseminate information to DHHS divisions and other County departments;
- To prepare special informational and statistical reports and work on special projects for the State, the County Board and other County departments when requested. Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of the Accounting Section to perform analyses, prepare reports and complete projects in a timely manner. This may involve data collection and/or the development of a software program to analyze data;
- To serve as fiscal liaison with DHHS divisional program administrators; other County departments and State and Federal Agencies.

**DESCRIPTION OF ACCOUNTING SERVICES REQUIRED FOR THE
CONTRACT ADMINISTRATION SECTION OF THE MANAGEMENT
SERVICES DIVISION**

1. Review of Contract and Provider Agency Audits

It is necessary that Contract Administration utilize the services of a Certified Public Accountant (CPA) consultant to review human service purchase agency certified audit reports for compliance with contractual requirements and governmental rules and regulations. The reviews help to ensure that conditions of the contract are met; the reviews also provide information regarding the financial status of the agency or contractor.

Certified audit reports are required (and submitted to Milwaukee County) under purchase contracts and fee-for-service agreements. State law and state audit guidelines require the county to review audits of all agencies and organizations under a human service contractual relationship with the County in the amount of \$25,000 or greater. [Wisconsin Statutes Section 46.036(4)(c)] Audit reports are due 180 calendar days after an agency's fiscal year closing or an agreed upon extension date not approved beyond September 30th of the subsequent year. (Audits for 2012 contract agencies filing on a calendar year fiscal period are due June 30, 2013). Audit reviews and the resolution of audit/fiscal issues from prior years involve ongoing activities that continue into the next calendar year.

The CPA consultant must be able to perform compliance reviews and fiscal analysis; possess knowledge of personal computer techniques and software programs; prepare correspondence; respond to inquiries; participate in meetings; and, assist in maintaining departmental records and systems.

To maintain consistency and continuity in contacts with our contract agencies and providers, independent auditors and DHHS staff, the Department requests that the proposer identify the principal person to perform these services. The individual so designated shall possess at a minimum the qualifications and skills specified in the Qualifications section of this program) The person performing the services must be available on a continuous basis, five (5) days a week, as the review process involves ongoing communication and interaction with others as well as participation in meetings. **The individual performing these services must be the same individual performing the Accounting Services for the Disabilities Services Division and the Children's Long Term Support Waiver Program.**

Information related to audits and the audit review process is sensitive and confidential in nature and cannot be taken outside of the Department. Accordingly, the reviews must be conducted in an office in the Contract Administration area. The Department of Health and Human Services will maintain ownership and physical custody of all review papers, audit work papers, notes, memoranda and other miscellaneous documents and information generated in the course of the review process. However, the Department may agree to make the above noted documents available to Contractor, at the Contractor's request, if said documents are shown to be relevant or necessary for insurance purposes, or for any litigation, investigation or inquiry by a professional organization of Certified Public Accountants.

The audit review services shall include:

- a. Development of a plan for conducting compliance and fiscal reviews that includes tracking and identifying agencies from whom audits are due and analysis of waiver requests, review for completeness of required elements, compilation of issues and findings, calculation of fiscal recoveries, and making recommendations in a concise and logical format to be used for a report or a letter.

COMPLIANCE REVIEW: Review of the content of the remaining 2011 and 2012 (and possibly earlier years as audit reviews can be performed within 4 years from the end of fiscal year or submission of audit report whichever is later.) independent CPA audit reports of human service provider agencies for compliance with contractual requirements and governmental rules and regulations. Draft letters to inform agency regarding requests for additional information and notification of instances of non-compliance or other issues identified in review of the audit and follow up existing correspondence for prior years.

FISCAL REVIEW: Reconciliation of the remaining 2011 and 2012 (and possibly earlier years as audit reviews can be performed within 4 years from the end of fiscal year or submission of audit report whichever is later) independent CPA audit reports of human service provider agencies, by program, with payments actually made by County and allowable expenses incurred by the agency. Prepare spreadsheet and calculation of amounts due and draft letter to inform agency of fiscal recovery showing the calculations of recovery and reconciliation to the audit report and follow up existing correspondence and recoveries for prior years.

OTHER DUTIES:

- Attend and participate in meetings related to contract activities and audit issues when requested.
- Respond to inquiries related to governmental rules and regulations, contract compliance and audit issues.
- Prepare the Contract Monitoring Report of provider payments from various departmental divisions and provider networks, identify providers who owe DHHS an audit based on state criteria or can be granted a waiver. Develop and update waiver application in fill-able PDF format based on the most recent state risk evaluation guidelines for granting waivers. Review and approve waiver applications and extension requests for waiver or submission of audit report
- Prepare special reports on particular audits when requested.
- Perform other activities as requested.

2. Assist, manage and/or supervise and conduct on-site field audits of provider agencies that have entered into a contractual relationship with the DHHS.

In assisting/managing the site audit activities, the CPA consultant shall:

- a. Assist the DHHS QA/Program Staff and/or participate to develop, establish and update methodologies for agency and service/program risk assessment to identify high-risk agencies and services, and selection of providers for site audits
- b. Assist the DHHS QA/Program Staff and/or participate to develop, establish and update methodologies to identify and quantify appropriate audit sampling methods that can extrapolate audit findings to the entire population.
- c. Assist the DHHS QA/Program Staff and/or participate to analyze and develop new auditing procedures and methodologies that will maximize the efficiency of audit staff and available resources with the effect of increasing the level of monitoring and the number of agencies being monitored.
- d. Assist the DHHS QA/Program Staff and/or participate to analyze, develop and establish auditing procedures, audit programs and audit work papers to maximize the efficiency and accuracy of field audits.
- e. Assist the DHHS QA/Program Staff and/or participate to coordinate with federal and state funding, regulatory agencies and other DHHS representatives to establish, develop and maintain quality assurance standards, service/program descriptions, indicators, measures and outcomes for the DHHS client service purchase systems.
- f. Assist the DHHS QA/Program Staff and/or participate to establish policies and procedures for the fee-for-service networks that ensure a basis for accountability and compliance with grantor rules and regulations, and contractual requirements.
- g. Assist the DHHS QA/Program Staff and/or participate to oversee the design, review, preparation and issuance of audit reports, recommendations and corrective actions for distribution to provider and contract agencies and DHHS program division administrators.
- h. Assist the DHHS QA/Program Staff and/or participate to oversee the design, review, preparation and issuance of fiscal audit finding spreadsheets or other fiscal analyses and calculations for distribution to provider and contract agencies and DHHS program division administrators.
- i. Assist the DHHS QA/Program Staff and/or participate to evaluate the adequacy of an agency's audit response or corrective action plan, and oversee communication of outcomes to provider and contract agencies and DHHS program divisions.

- j. Assist the DHHS QA/Program Staff and/or participate to make recommendations regarding fiscal recoveries, repayment plans and the status of agencies/providers.
 - k. Perform other duties as requested.
3. **Design, plan, implement, direct/manage and/or conduct internal departmental audits and oversee the Department's internal audit, quality assurance and compliance review procedures as request by the Director, Contract Administrator and/or division administrators.** Typically, this requires research, discovery, design and development of audit and data collection tools, planning and scheduling of staff and resources, oversight of field work, analysis and summary of findings, analysis of cause, effect and recommendations on corrective measures and follow up on implementation of corrective actions.
 4. **Provide technical assistance to potential applicants and contract and provider agencies when requested.** Typically, this requires answering questions pertaining to fiscal/budget issues; contract compliance issues; audit waiver issues, and financial statement/audit compliance issues. Meetings may be scheduled for this purpose, but generally technical assistance is provided over the phone.
 5. **Provide technical assistance to Contract Service Coordinators (CSC) when requested,** in development, modification or updating of providers' monthly Revenue and Expenses report analysis worksheet and provide assistance in monthly billing analysis when requested.
 6. **Participate in application and budget reviews.** Program administrators and coordinators often request the assistance of an accountant to participate on a review panel. This may involve the review of program and budget information, which has been submitted for funding. Though the annual RFP involves the largest budget and number of contracts, DHHS announces RFP's throughout the year, which requires review by an accountant. Budget reviews of proposals submitted for funding are also a part of the accounting services required in the early part of the calendar year.
 7. **Take the lead in the preparation of special informational and statistical reports, and work on special projects that may be requested by the State, the County Board, the Director of the DHHS and/or other County departments.** Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of Contract Administration to perform analyses, prepare reports and complete projects in a timely manner. This may involve data collection and/or the development of a software program, spreadsheets or databases to analyze data.
 8. **Perform a critical review of and make recommendations for revisions in contract language and application items when necessary.**

In addition to Purchase of Service Contracts, various types of fee-for-service agreements and other agreements are continuously being developed, revised and refined by the DHHS divisions and provider networks.

The accounting consultant is responsible for developing and implementing operating policies and procedures governing the content and language of DHHS contracts and fee-for-service agreements, and monitoring and analyzing contract language for compliance with governmental laws, rules, regulations, policies and procedures.

9. Perform other duties as requested.

QUALIFICATIONS OF THE ACCOUNTANT PROVIDING THE SERVICES

- Knowledge of and experience in governmental and non-profit accounting and review of independent audit reports is required. Requires up-to-date maintenance of AICPA and Yellow Book CPE requirements.
- Possession of a bachelor's degree/or equivalent with a major in accounting, finance or business administration, and licensed to practice as a Certified Public Accountant (CPA) by the State of Wisconsin is required.
- Seven (7) years of professional experience as an accountant; and at least three (3) years of experience reviewing provider agency audits reports for compliance with OMB A-133 and the *Provider Agency Audit Guide* for the State of Wisconsin, Wisconsin counties, or municipalities is required.
- Three (3) years of experience assisting and supervising field audit staff in planning, conducting and reporting on external audits/site reviews of organizations that provide care and human services; Past experience conducting other governmental and quasigovernmental fiscal and compliance audits, preferred.
- Knowledge of health and human service programs and experience planning, conducting and supervising internal quality assurance and programmatic reviews and internal compliance audits, a plus.
- Requires knowledge of Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS) and Wisconsin *Provider Agency Audit Guide* and *DHS Audit Guide, current addition*.
- Requires knowledge of federal and state cost principles as they relate to OMB Circular A-122, *Cost Principles for Non-Profit Organizations*; OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*; OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and Federal Acquisition Regulations (FAR) at 48 CFR part 31, *Contract Cost Principles and Procedures* and Wisconsin *ACPM*.
- Requires knowledge of the principles, practices and procedures of general accounting and financial/operational analyses.
- Requires familiarity with data processing methods used in accounting, and proficiency in the application of computer techniques and software programs, particularly in the following programs and applications:

- Advance working knowledge of Microsoft Word 2000, 2007, 2010 (including forms, protected field forms and documents, mail merge, advance format techniques, etc); advanced working knowledge of Microsoft Excel 2000 and 2007 (including preparing and using complex pivot tables, IF functions, lookup functions, complex formulas and protected forms and tables, etc); advanced working knowledge of Microsoft Access 97, 2000, 2007 and 2010 (including development of databases from scratch, writing complex queries, developing user friendly input forms and reports, etc,) , advanced knowledge of Microsoft PowerPoint 2000, 2007 and 2010 (including ability to develop presentations from scratch, work with backgrounds and transitions, and other features etc.); ability to work with Adobe Professional Version 8 to prepare and convert from other applications fill-able PDF forms and other applications of forms; In addition, working knowledge of Crystal Reports Version 11 to extract and present report from MS Access and other applications and working knowledge of IBM Lotus Notes Version 6.5, and experience working with IBM SCRIPTS, a plus;
- Requires ability to compile and objectively analyze very large volumes of data, and large databases to reach valid and supportable conclusions;
- Ability to prepare and present oral and written reports and recommendations;
- Ability to effectively manage/plan multiple projects and efficiently manage and direct accounting and auditing staff;
- Experience and proficiency doing research using the internet;
- Should not be a CPA who has signed or performed work as a partner or employee of a firm that has performed audits of DHHS contractor/provider agencies for the years 2008, 2009, 2010, 2011 and 2012 or has participated in the audit of Milwaukee County during this same period;
- Ability to work effectively and cooperatively with the public, contract agencies and department administrators and staff.

DESCRIPTION OF ACCOUNTING SERVICES FOR THE DISABILITIES SERVICES DIVISION AND THE CHILDREN'S LONG TERM SUPPORT MEDICAID WAIVER PROGRAM

1. Analysis and Review of the components of the Children's Long Term Support Medicaid Waiver program administered by the Disability Services Division.

The Milwaukee County Department of Health and Human Services (DHHS) Disabilities Services Division (DSD) administers a federal and state client-specific long-term support funding program - Children's Long Term Support (CLTS) Program. This Medicaid Waiver/community-based state program provides services to children with chronic disabilities to assist them with living in their family homes and in the community. Many of the children and families need supportive services i.e., respite, daily living skills or supportive home care. Payments for Provider services are paid by the **Wisconsin Department of Health Service (DHS) through a Third Party Administrator (TPA).**

The accountant **must** possess knowledge of the rules and regulations regarding the Medicaid Waiver (Long Term Support) programs administered by counties in the State of Wisconsin. In addition, the accountant should have experience in the preparation of WIMCR (Wisconsin Medicaid Cost report) cost reports. Prior experience successfully working with written prior authorizations for client services and claims submission experience with a TPA is preferred. The accountant selected must be able to perform fiscal analyses using large volumes of detail data, understand microcomputer techniques and applications including advanced understanding in use of MS Excel; prepare correspondence; respond to inquiries; participate in meetings; and, assist in maintaining departmental records and systems.

To maintain consistency and continuity with DHHS staff, the Department requests that the Contractor identify the principal person on the Contractor's staff to perform these services. The individual so designated shall possess at a minimum the qualifications and skills specified in the Qualifications section of this RFP. The person performing the services must be available on a continuous basis as the analysis involves ongoing communication and interaction with others as well as participation in meetings. **The individual performing these services must be the same individual performing the Audit and Audit Review Services for the Management Services Division Contract Administration section.**

The CPA consultant will manage, operate, maintain and improve the existing manual Provider Prior Authorization (PPA) process. Being the critical part of the whole TPA process the manual PPA process has been implement until a planned electronic system replaces it. This process consist of various linked spreadsheets, which are updated using, manual entry, various complex excel

formulas, pivot tables and macros. These spreadsheets need constant updating based on data received from Providers, the Wisconsin Department of Health Services, WPS and County and contracted case management agencies. This process generates PPAs (used by Providers to bill WPS for CLTS services) and generates reports used by Management in tracking PPA detail for review of client utilization and is an essential tool in monitoring the compliance and fiscal integrity of the program.

The consultant will also help in updating county and case management staff in changes in state Cross Walk codes, clients added and deleted from the Waiver program and Providers added to and deleted from the Provider Fee-for-Service network, as well as services they are authorized to provide. The consultant is responsible for maintaining data integrity of the system as this will ultimately be transferred to the electronic system and is also relied upon by the county's Single Auditors for its year-end fiscal and program audit. The system also helps Management in resolving errors and rejection queries from Providers. The consultant will also assist Management in transitioning the existing system to the new electronic system as well as be responsible for training staff on the current and new systems.

Information related to clients and provider agencies are sensitive and confidential in nature and cannot be taken outside of the Department. Accordingly, the work must be conducted in an office in the Accounting/Contract Administration Section. The Department of Human Services shall maintain ownership and physical custody of all work papers, notes, memoranda and other miscellaneous documents and information generated in the course of the review process. However, the Department may agree to make the above noted documents available to Contractor, at the Contractor's request, if said documents are shown to be relevant or necessary for insurance purposes, or for any litigation, investigation or inquiry by a professional organization of Certified Public Accountants.

The following is a list of projects proposed for 2013, to be completed in conjunction with existing accounting and program staff, but not be limited to the following:

- **Cost analysis:**

- Prepare and analyze reports, looking for trends and unusual activity.

- **Current reports and monitoring**

- Monthly reconciliation of units provided to maximum billable units of Case Management provided by two contracted case management agencies.
 - Average cost per client, detailed by funding source

- Targeted Case Management revenue earned by agency (Birth to Three) and monitor agency spending against the State contract and (Maintenance of Effort (MOE)
- Update case management unit rate (budget and actual) for both internal and contracted case managers
- Prepare or train county staff in preparation of WIMCR (Wisconsin Medicaid Cost report) cost reports for the Targeted Case Management Medicaid services:
- Various reports pertaining to the Children's Long Term Support Third Party Administrator (TPA) contracted by the Wisconsin Department of Health Services with WPS, including:
 - Generate monthly Prior Authorizations to Claims Utilization report showing average utilization for each Provider.
 - Generate monthly Prior Authorizations to Claims Utilization report showing Provider's utilization for each service.
 - Maintain monthly list of Clients by Provider, and Service Crosswalk for reference.
 - Update and generate monthly Provider Prior Authorization for all clients receiving services to be issued to each Provider.
 - Process changes in Prior Authorization additions and revisions from Case Managers (twice a week)
 - Generate Prior Authorization CSV file for upload to WPS and upload monthly and weekly Prior Authorizations revisions to TPA.
 - Maintain Provider utilization database and detail of Prior Authorizations issued and paid by TPA by Provider.
 - Maintain Provider utilization database and detail of Prior Authorizations issued and amount paid by client.
 - Maintain TPA payment and rejection database and generate report showing weekly payments and rejections by WPS.
 - Generate monthly L300 and 944 payment data summary year-to-date.

This list is not meant to be all-inclusive; but rather an attempt to create better management tools.

- **Ongoing:**

- Prepare and monitor the reports defined above, monthly and weekly; look for trends, areas of concern or other unusual activity.
- Maintain current list and Provider information database to include all Providers in the Disability Services CLTS Fee-for-Service Network, with detailed services, costs and availability information.
- Assist in transition from current manual Prior Authorization procedures with TPA to planned automated Prior Authorization database program.

2. Take the lead in the preparation of special informational and statistical reports, and work on special projects, which may be requested by the State, the County Board, and/or other County divisions and departments.

Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of the Accounting Section and the Disability Services Division to perform analyses, prepare reports and complete projects in a timely manner. This may involve data collection and/or the development of a software program to analyze data.

3. Perform other duties as requested.

QUALIFICATIONS OF THE ACCOUNTANT PROVIDING THE SERVICES

- Possession of a bachelor's degree or equivalent with a major in accounting and licensed as a Certified Public Accountant (CPA).
- Seven (7) years of professional experience as an accountant; five (5) years of experience working with the Wisconsin Medicaid Waiver Programs.
- Experience in governmental accounting and budgeting is required. Requires up-to-date maintenance of AICPA and Yellow Book CPE requirements. The accountant **must** possess knowledge of the rules and regulations regarding the Medicaid Waiver (Long Term Support) programs administered by counties in the State of Wisconsin. Knowledge of governmental accounting, with a specific knowledge and experience in the preparation of WIMCR (Wisconsin Medicaid Cost report) cost reports, and prior experience successfully working with written prior authorizations for client services and claims submission experience with a TPA is preferred.
- Knowledge of Generally Accepted Accounting Standards (GAAP) and Government Accounting Standards (GASB); Generally Accepted Government Auditing Standards (GAGAS) and Federal Allowable Cost policies (OMB-Circular A-87)
- Knowledge of the principles, practices and procedures of general accounting and financial/operational analyses.
- Familiarity with methods of accounting, and skill in the application of computer techniques and applications, including advanced understanding in use of MS Excel.
- Ability to compile and objectively analyze large volumes of data to reach valid conclusions.
- Ability to prepare and present oral and written reports and recommendations.
- Ability to work effectively and cooperatively with the public and department administrators and staff.

TIMEFRAME OF CONTRACT

It is expected that the individual under contract to provide professional accounting, auditing and audit review services will begin on or about **January 1, 2013** and end on **December 31, 2013**. However, if agreed to by both parties, the contract may be extended for two additional one-year periods with rate increases in the subsequent years limited by the rate of inflation in the prior calendar year.

COMPENSATION

Under a Professional Service Agreement, Milwaukee County will agree to pay the firm/individual providing the accounting, auditing and audit review services an hourly rate for any and all hours worked as requested by County. The Department has tentatively allocated \$159,880 in its budget for this contract. The amount of work will depend upon the hourly rate and the needs of the Department.

The applicant's requested hourly rate should be submitted in the proposal.

Payment for these services under this agreement will be made upon presentation of a written, monthly professional services expense report on such forms and in such detail as may be required by the County. The Department makes no guarantee or representation that the firm/individual under contract to perform this work will receive the entire amount of this allocation.

CONFLICT OF INTEREST

Due to a potential conflict of interest, firms, organizations and/or individuals who have performed audits of DHHS contractor/provider agencies for the years 2008, 2009, 2010, 2011 and 2012, or have participated in the audit of Milwaukee County during this same period, are not eligible to receive a contract award to provide accounting, auditing, and audit review services, either as a prime contractor, or subcontractor. Further, upon selection, the firms, organizations and/or individuals recommended must give assurance that they will not perform any audit of DHHS contractor/provider agencies or Milwaukee County during the period that the contract is in force. This applies to the original contract period January 1, 2013 to December 31, 2013 and any extensions in the future two years.

RIGHT OF TERMINATION

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

CONTRACT RENEGOTIATION

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

INDEPENDENT CONTRACTOR

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

SUBCONTRACTS

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

CONTRACT APPROVAL

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

ASSIGNMENT LIMITATION

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

PROPOSAL CONTENTS AND EVALUATION

The RFP submitted by persons wishing to be considered for a contractual relationship to provide the professional accounting services must include the information outlined below.

Milwaukee County "DBE" forms as well as the EEOC form and Prohibited Practices And Conflict Of Interest Certification included with this RFP material must be completed, signed and submitted with each proposal.

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

Attachment A

RATE SHEET

Service: _____

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

Service	Unit of Service	Cost per Unit

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

Authorized Signature:

Printed Name:

Title:

Company:

Date:

Management Services Division

SECTION 6

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
PROCEDURES AND FORMS**

Instructions for completing CBDP Forms

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

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

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

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

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

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

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

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

The most current Community Business Development Partner’s forms can be downloaded from:
http://county.milwaukee.gov/DHHS_bids

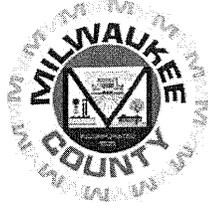
MANAGEMENT SERVICES

SECTION 7

APPENDICES

SECTION 7. APPENDICES

- Department of Audit Hotline Flyer



MILWAUKEE COUNTY GOVERNMENT

H O T L I N E

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

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

A service of the Milwaukee County Department of Audit

<p>For Reporting:</p> <ul style="list-style-type: none"> • Concerns over inefficient Milwaukee County government operations • Incidents of fraud or waste in County government • Ideas for improving efficiency and/or effectiveness of services <p>CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES</p>

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

<p>Milwaukee County:</p> <p>Aging - Elder Abuse Helpline 414-289-6874</p> <p>Child Support - TIPS Hotline (Turn in Parents for Support) 414-278-5222</p> <p>District Attorney – Consumer Fraud Unit 414-278-4585 Public Integrity Unit 414-278-4645</p> <p>Mental Health Crisis Hotline 414-257-7222 Crisis Hotline (TTY/TDD) 414-257-6300</p>	<p>Sheriff's Department – Community Against Pushers 414-273-2020 (Anonymous Drug Reporting) Guns Hotline 414-278-4867</p> <p>City of Milwaukee: Fraud Hotline 414-286-3440</p> <p>State of Wisconsin: Child Abuse or Neglect Referrals 414-220-7233 FoodShare, Medical, Child Care Fraud 414-289-5799 Wisconsin Shares Fraud Hotline 877-302-3728</p> <p>Federal: Medicare Fraud 1-800-447-8477 Stimulus Package Fraud NEW! 1-800-424-5454</p>
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(2/25/10)