



MILWAUKEE COUNTY

**Milwaukee County Behavioral Health Division
Milwaukee County, Wisconsin**

REQUEST FOR PROPOSAL

TRANSPORTATION SERVICES FOR BEHAVIORAL HEALTH DIVISION

**NON EMERGENCY PATIENT TRANSPORTATION,
SECURE PATIENT TRANSPORTATION and**

**SECURE PATIENT TRANSPORTATION WITH ADDITIONAL POSTED
SECURITY GUARD**

RFP # 6912

**Issued April 7, 2014
Proposals Due May 2, 2014**

Introduction

The Milwaukee County (MC) Department of Health and Human Service (DHHS), Behavioral Health Division desires to invoke a procurement under RFP seeking a Blanket Contract as determined under Section 32.20(1) of the Milwaukee County Code. "Blanket contract" means a contract for purchases to be made as required over a specific period of time for a fixed price, but no guaranteed quantity.

MC DHHS prefers to enter into a consolidated contract with one vendor for the RFP'd services, but reserves the right to enter into one or more agreements for provision of services solicited by this RFP if it is deemed in the department's judgment to be in the best interest of Milwaukee County.

CONTRACT DURATION

The initial term of the agreement will be for two (2) years (first year partial with a projected start date of May 15, 2014) with an option by Milwaukee County for three (3) additional one-year extensions.

Responses to this RFP should be based upon a two (2) year term with an option by Milwaukee County for three (3) additional one-year terms.

TYPE OF CONTRACT/PAYMENTS

The agreement resulting from this RFP will be a blanket purchase order.

Milwaukee County contemplates award of a contract resulting from this RFP that reflects payment for management fees, allows for the potential of fixed and variable costs. Any final contract structure resulting from this RFP will be subject to negotiation and approval of Milwaukee County.

MODIFICATION OF SCOPE OF SERVICES/LIMITATION OF FUNDING

All Proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the bid process or the contract period. All Proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

RFP NUMBER

The pre-assigned number for this RFP is 6912.

INFORMATION SUMMARY SHEET

RFP Issuing Office: Milwaukee County – Department of Health and Human Services,
Behavioral Health Division (BHD)

RFP Issue Date: April 7, 2014

RFP Number: 6912

Deadline for Receipt of Pre-proposal Conference Questions: April 11, 2014 at 4 p.m.
Submit questions to both: dennis.buesing@milwaukeecountywi.gov AND
dhhsca@milwaukeecountywi.gov

Date of Pre-Proposal Conference: April 15, 2014 at 10:00AM

Pre-Proposal Conference Location:

Milwaukee County Behavioral Health Division
Room 1045 of the Psychiatric Hospital
9455 Watertown Plank Road
Milwaukee, WI 53226

RFP Proposal Receipt Deadline: 12:00 Noon, May 2, 2014

RFP Submission Location: Milwaukee County Courthouse
County Clerk's Office
Room 105
901 N. 9th Street
Milwaukee, WI 53233

RFP Manager: Mr. Dennis Buesing, Contract Administrator
Department of Health and Human Services
1220 W. Vliet St.
Room 301
Milwaukee, WI 53205
Tel: (414) 289-5853
E-mail: dennis.buesing@milwaukeecountywi.gov

Proposal can be found at: http://county.milwaukee.gov/DHHS_bids

Notice is also posted on Milwaukee County's website; "Business Opportunity Portal:"

<http://county.milwaukee.gov/bop>

Anticipated Contract Start Date: May 15, 2014

SECTION I

TECHNICAL REQUIREMENTS

CONTENT OF PROPOSAL

1. COUNTY INFORMATION

Milwaukee County Behavioral Health Division (MCBHD) is soliciting a competitive Request for Proposals (RFP) to obtain Transportation services for its patients. The purpose of this RFP is to obtain a vendor or vendors willing to form a partnership with MCBHD and who will work with the leadership of MCBHD to provide managed, cost effective transportation services.

MCBHD provides care and treatment to emotionally ill, mentally ill, and/or developmentally disabled adults, children and adolescents on an inpatient, outpatient, and partial hospitalization basis. The services include intensive short-term treatment as well as extended care. Services are provided in facilities located at the Campus in Wauwatosa, Wisconsin and in Community Based Clinics in Milwaukee County.

Each year, MCBHD provides services to more than 20,000 persons including approximately 3,000 in its inpatient programs. Some of these patients are persons who are mentally ill; others are developmentally disabled or occasionally, neurologically impaired. They include patients from all age groups: children, adolescents, adults and the elderly.

The Manager for this RFP is Dennis Buesing. The Manager's name and contact information can be found on the Information Summary Sheet.

2. PROCESS

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

Proposers must submit their written questions via email before the Pre-proposal Meeting. **All questions must cite the RFP title, RFP number, page, section, and paragraph, and must be submitted by the deadline stated on the Information Summary Sheet.**

No oral or written responses will be given prior to the pre-proposal conference. It is the intent of the County that these questions will be answered in draft form at the conference and posted on: http://county.milwaukee.gov/DHHS_bids.

A pre-bid meeting shall be held so that bidders can seek clarification on any aspects of the proposal. Questions submitted in writing prior to the meeting will be discussed at the meeting. **Failure to attend or to be represented at this pre-bid meeting will automatically disqualify your bid; attendance is mandatory.**

Any responses provided to questions during the pre-proposal conference will be considered drafts, and will be non-binding. Only the final answers to written questions submitted prior to the “Receipt of Questions” deadline and posted on the following website will be considered official: http://county.milwaukee.gov/DHHS_bids

In the event that a Proposer attempts to contact, orally or in writing, any employee or representative of Milwaukee County other than the RFP Manager 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 at Dennis.buesing@milwaukeecountywi.gov and dhhsca@milwaukeecountywi.gov in writing requesting modification or clarification of the proposal request.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding. Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. No revisions to this proposal request may be made unless in the form of an official addendum issued by Milwaukee County. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be posted to Website:

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

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

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

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

Proposals submitted are considered public records and are subject to the provisions outlined in Section 19.34 (2) (a) of the Wisconsin Statutes.

3. 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.

4. PROPOSAL SUBMISSION

All proposals shall consist of two (2) Volumes: a **Program Proposal (Volume I)** and a **Price (Fee) Proposal (Volume II)**. Each Volume must be submitted in separate envelopes and marked as requested below. The signature of an official of the provider authorized to bind the Proposer shall be on each volume.

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet. Proposals received after the deadline will not be accepted nor will additional time be granted to any Proposer. **Proposers must submit one (1) original with signatures, and five (5) copies, of the RFP response in sealed envelopes.**

Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

Responses should be identified in the lower left corner as follows:

Program Proposal (Volume I)

Response To:

PROPOSAL RESPONSE, RFP #: 6912

DEADLINE DATE: (Date as provided on the Information Summary Sheet)

and

Price (Fee) Proposal (Volume II)

Response To:

PROPOSAL RESPONSE, RFP #: 6912

DEADLINE DATE: (Date as provided on the Information Summary Sheet)

Proposals must be submitted as indicated in the Information Summary Sheet. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

5. CONTENT OF PROGRAM PROPOSAL (VOLUME I)

Program proposals shall convey an understanding of the scope of services required. Program proposals shall not contain any reference to price. Program proposals shall contain separate sections dealing with Non Emergency Transportation and Emergency Transportation.

Proposers shall provide a title page listing the RFP number and subject, name of the company and date (see Section 5 for forms).

A signed letter of transmittal shall accompany the proposal that provides an understanding of the work to be performed, name, title and contact information for the individual(s) who are authorized to make representations and enter into any agreement on behalf of the Proposer.

Through its proposal, the Proposer should offer a solution to the objectives, problem, or need specified in the RFP, and define how it intends to meet or exceed the RFP requirements. RFP submission must address in its narrative, at a minimum, the requests as outline in Section 4, Program Description. In addition, each proposal must include at least three references from agencies/firms/institutions that the Proposer has provided services for under contract. Finally, Volume I should include all completed forms found in Section 5 of this RFP as indicated.

6. CONTENT OF PRICE PROPOSAL (VOLUME II)

All price data and information must be provided in a separate sealed envelope marked Price (Fee) Proposal (Volume II). The Pricing Proposal form found in Section 5 should be completed and included in the envelope.

7. STAFFING ROSTER AND CRIMINAL BACKGROUND CHECKS

Proposer agrees to comply with the Wisconsin Caregiver Law. Proposer shall conduct caregiver background checks (CBC's) at its own expense on all employees, contract staff, or volunteers who provide direct care or covered services to, or have contact with, client/participant or client property under this Agreement. See instructions below for conducting CBC's.

SUBMISSION ITEM – Staffing Roster

A complete list of all providers (**Staffing Roster**) must be submitted electronically to DHSCA@milwaukeecountywi.gov no later than the RFP Proposal Receipt Deadline shown on the Information Summary Sheet. Please enter as much information on the Roster as possible (i.e., name of provider, service start date, position title, driving abstract record, and dates of 3-Part caregiver background check and out-of-state CBC or FBI record, if applicable).

IF AWARDED THE CONTRACT, the **COMPLETE 3-PART CBC** (and out-of-state CBC or FBI record check, if applicable) MUST BE SUBMITTED to DHHS for approval, within 2 days

of receipt of the award letter, and prior to the start of services. For any New Hires after this period the complete CBC MUST also be submitted for approval.

It is advised that your agency prepare NOW to start the CBC process.

A complete CBC consists of the three (3) following required documents:

1. A completed HFS-64 BACKGROUND INFORMATION DISCLOSURE (BID). If individual lived outside the state of WI within the previous 3 years, an out-of-state CBC or FBI record check is required.
2. A response from the Department of Justice (DOJ) Wisconsin Criminal History Record Request consisting of either a “no record found” response or a criminal record transcript.
3. A response letter (Caregiver Background Check) from the Department of Health Services (DHS) that reports the person’s status, including administrative finding or licensing restrictions.

CAREGIVER BACKGROUND CHECK information (all forms) can be found at <http://www.doj.state.wi.us/dles/cib/cib-forms>)

Proposers may set up an **ON-LINE ACCOUNT** to obtain DOJ’s and DHS Letters (credit card required): <http://www.doj.state.wi.us/sites/default/files/dles/cib-forms/record-check-unit/DJ-LE-251.pdf> Or, request the DOJ and DHS Letters **BY US MAIL**.

REQUIREMENTS:

- All copies of ALL Background Check information must be kept in the staff’s personnel file or other file for the most recent five-year period, for the express purpose of retaining all required CBC information.
- Agency shall have a written policy that is communicated to all Direct Service Providers upon hire, and annually thereafter, requiring immediate (*within 24 hours of the event*) notification to Agency of any new arrests or convictions. Communication of this policy shall be documented with the employee’s signature and kept in the employee file. Upon notification from Direct Service Provider to Agency as described above, Agency shall notify BHD within two (2) business days.
- After the initial Background Check, Providers are required to conduct a new Background Check every four years or at any time within that period when Agencies have reason to believe that a new check should be obtained, or as often as is necessary to ensure that Individual Direct Service Providers and/or Indirect Staff have suitable backgrounds and are free of any barred convictions at all times that services are delivered.
- Providers must get a Background Check from the previous State of residence if any prospective staff has been living in the State of Wisconsin for less than three (3) years, either by obtaining the record from the other state, or by obtaining an FBI fingerprint check. Details for obtaining an FBI fingerprint check can be found at http://www.doj.state.wi.us/dles/cib/volunteers_children_act.asp.

- Agencies must notify BHD within two business days when any of the following occurs with one of their employees, owners, directors, etc.
 1. The person has been charged with or convicted of any crime.
 2. The person has been or is being investigated for any act, offense or omission, including abuse, neglect or misappropriation.
 3. The person has a substantiated finding of abuse, neglect or misappropriation.
 4. The person has been denied a license or had their license restricted or otherwise limited.

For References and more Information:

Please see Wisconsin Department of Health Services ss. 48.685 and 50.065 of Wisconsin Statutes and the Wisconsin Caregiver Program Manual, July 2000, Updated: June 2001, March 2005, August 2006 and April 2009.

On line – <http://www.dhs.wisconsin.gov/caregiver/publications/CgvrProgMan.htm>

SECTION 2

CRITERIA FOR EVALUATION

EVALUATION PROCESS

Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as insufficient or non-responsive. Milwaukee County reserves the right to waive a requirement when it is in its best interests to do so. The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

A Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation.

Oral presentations may be requested by Milwaukee County. If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer and Milwaukee County reserves the right to make an offer based on the original submitted proposal.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County, or with more than one firm if that is deemed in the best interests of Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded.

Milwaukee County will issue a Notice of Intent to Award. Non-finalists will be notified of their status per ordinance. Notification will be given to the company(ies) selected to pursue to contract negotiations. Contract negotiations will be initiated with the highest ranked firm after ranking is combined for scope of services and price and then finalized by the Evaluation Committee and approved by appropriate MC DHHS authorities. Should MC DHHS be unable to come to terms with this firm, the next highest ranked firm will be contacted and negotiations begun with them should MC DHHS make the determination to continue forward.

Milwaukee County may select a successful vendor(s) on the basis of the response/proposal demonstrating the best value in total for the professional services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.

This RFP is issued and granted authority under the provisions of Milwaukee County General Ordinances Chapter 32

EVALUATION CRITERIA

Program Proposal

The Committee shall conduct its evaluation of the technical merit of the proposals submitted. The process involves applying the evaluation criteria to assess the vendor.

The criteria that will be used by the Committee for the technical evaluation of the proposals for this RFP are listed below.

<u>Evaluation Criteria</u>	<u>Percent</u>
Price	40
Professional Experience in like setting for those services being bid.	20
Quality of Proposal	15
Quality of Monitoring Procedures	15
References	10
Total Maximum Score	100

Note: If a Vendor's financial condition is determined to be questionable MC DHHS reserves the right to disqualify the Vendor in question without further evaluation of the proposal.

RESERVATION OF RIGHT TO CHOOSE VENDOR

Milwaukee County reserves the total, unrestricted and unilateral right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request resubmission. There is no obligation on the part of MC DHHS to award the contract to the lowest bidder, or to any vendor. MC DHHS reserves the right to award the contract to a responsible submitter providing a responsive proposal with a resulting agreement that is most advantageous and in the best interests of MC DHHS.

Milwaukee County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final.

COUNTY RIGHT TO NEGOTIATE

Milwaukee County reserves the right to negotiate the terms of the agreement as a result of this RFP and may negotiate a modification in any component of the scope of services or price identified in the original proposal with the goal of reducing costs to MC DHHS.

REJECTION OF PROPOSALS

Milwaukee County reserves the right to reject any and/or all proposals or any part of each proposal; to waive any irregularity in any proposal and determine which firm, in its judgment, best meets MC DHHS's needs to receive an award after successful contract negotiations.

Milwaukee County makes no assertion that any professional services will be purchased from any vendor as a result of this RFP.

MODIFICATION OF PROPOSALS

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, the 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 or negotiations of the Contract.

SECTION 3 PROPOSAL TERMS AND CONDITIONS
FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date of May 15, 2014. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS

Successful Proposers will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy.

Should Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a Proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material.

Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates.

Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals.

Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

DISCLOSURE OF RFP INFORMATION

All materials submitted become the property of Milwaukee County.

Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, 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 Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes 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 Proprietary Information Disclosure Form found in Section 5 of this RFP. Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a Proposer qualify as trade secrets under the Wisconsin public records law.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any Proposer.

Milwaukee County reserves the right to negotiate with the successful Proposer within the scope of the RFP in the best interests of Milwaukee County.

Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the county's request for clarifying information in the course of evaluation and/or selection under the RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated. Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County.

Prior to the date and time set forth in the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative via e-mail to the RFP Manager as indicated in the Information Summary Sheet. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the Proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by Proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

PROTEST AND APPEALS PROCEDURES

Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32, (Available at http://www.municode.com/Library/WI/Milwaukee_County).

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

SECTION 4 PROGRAM DESCRIPTIONS

- **Overall Transportation Expectations**
- **Part 1 – Non-Emergency Patient Transportation Services**
- **Part 2 – Secure Patient Transportation and
Secure Patient Transportation with Additional Posted Security Guard**
- **Part 3 - Additional Information**

SECTION 4 PROGRAM DESCRIPTIONS

Overall Transportation Expectations

1. Vehicles

- a. All Vehicles used must meet Wisconsin Medicare/Medicaid provider specifications
- b. All vehicles used must be Wisconsin Medicare/Medicaid certified

2. Staff

- a. All records will be audited for completeness BEFORE any driver begins providing service.
- b. Records are to include:
 - a. Caregiver background checks (3 parts)
 - b. Immunization records
 - c. TB test records (annually and no more than 365 days prior to service date)
 - d. Influenza record (annually)
 - e. Employee start date
 - f. Job description
 - g. Qualifications for position
 - h. Verification of all licenses and certifications
 - i. Valid driver's license / driver abstract
 - j. Proof of all training
- c. All staff are required to participate in BHD facility training PRIOR to service date

3. Pricing

- a. Billing is required to be submitted electronically
- b. Billing detail must be in an excel spreadsheet
- c. Price per trip is to be all inclusive
- d. Services are as follows
 - Single passenger (including medications, belongings, escort or family member at no additional cost)
 - a. trip 2 miles or less
 - b. trip 2.1 miles to 5 miles
 - c. trip 5.1 miles to 10 miles
 - d. trip 10.1 miles or more
 - Multiple passengers (including medications, belongings, escort or family member at no additional cost)
 - a. Trip from starting location to 2 or more end locations
 - b. Trip from 2 or more starting locations to one end location
 - c. Facility to facility / One start point to one end point (BHD to Aurora Psych, St Luke's South Shore, St Francis, Rogers, etc)
 - Guard Duty
 - a. Guard duty is billed in quarter hour increments for services at court. If the driver also serves as the guard, only basic transportation rates apply for

the trip: guard duty rates will not begin until arrival at court or other posting destination.

4. Service

- a. dispatcher must be available 24 hours
- b. manager must be available (on call) for emergencies 24 hours
- c. Service is to be provided within 1 hour of request for service
- d. See RFP for service details

PART 1: NON-EMERGENCY TRANSPORTATION OF PATIENTS

1. SCOPE AND CLASSIFICATION

The intent of this specification is to describe the minimum requirements for the non-emergency transportation of patients, as described by Milwaukee County Behavioral Health Division (MCBHD) or County. Non-emergency transportation services are required as follows:

- 1.1** Transport of patients to or from the patient's residence, area hospital, healthcare facility, MCBHD, or other designated location, generally within the boundaries of Milwaukee County.
- 1.2** The patients requiring transportation may be non-ambulatory, may have their own wheelchair, may require a wheelchair for transportation, may require fixed seating arrangements normally available in a van, or may require assistance of two persons to convey to or from their origin of destination.

2. APPLICABLE DOCUMENTS

- 2.1** Bidder shall meet or exceed local and state licensing requirements for the service specified herein.
- 2.2** Any bid must be fully compliant with all Medicare and Medicaid statutes and regulations.

3. REQUIREMENTS

3.1 Service

- 3.1.1** The successful vendor shall be certified by the Wisconsin Department of Health Services as a non-emergency assistance transportation provider.
- 3.1.2** Transportation shall be provided within **one hour** of notice, 24 hours per day, seven days per week, including weekends and holidays. Alternate time limits will be considered if one hour not available from any vendor.
- 3.1.3** Vendor shall pick-up patients no earlier than 60 minutes prior to the scheduled service appointment time, and the patient shall be delivered to the destination location no later than 15 minutes prior to the specified appointment time. Patients shall not be delivered prior to 8:00 a.m. on given appointment date, unless an earlier appointment has been specified.
- 3.1.4** Vendor shall pick-up the patient within 60 minutes after the call for pick-up.

- 3.1.5** In case of inclement weather or other circumstances, MCBHD reserves the right (with one-hour notice) to either cancel or reschedule the trip for another date. There will be no payment if one-hour notice is given.
- 3.1.6** Vendor shall pick-up the patient at the designated site, and provide assistance at the destination, as necessary, and return the patient to the designated site, providing assistance as necessary. For inpatients, the term “designated” means the specific unit on which the patient resides. Special instructions will be provided at time of request. For example, “inside front entrance and transfer to staff.”
- 3.1.7** Vendor shall notify the respective ordering department within 30 minutes when a patient refuses transportation or fails to be transported.
- 3.1.8** Patients shall not be left unattended for any reason. Furthermore, they shall not be left locked in the vehicle for any reason.
- 3.1.9** Vendor shall submit service tickets for conveyance, recording patient name, pick-up location, time of pick-up, and time-in at the clinic and time-out at the clinic.
- 3.1.10** Vendor shall be able to dispatch an additional staff person to assist a driver with a patient who requires two persons to convey. The need for a second person will be communicated to the vendor by MCBHD staff at the time the transport is requested.
- 3.1.11** Vendor shall be required to transport any patient luggage, medical records, medication, and/or comfort items from pick-up point to designated site at no additional cost. Personal belongings/valuables are to be kept separately from the patient during the transport; belongings that are sealed by BHD staff shall be kept sealed throughout transport. Any patient belongings will be turned over to the staff of the receiving facility or to the patient at the destination if the person is going to a private residence.
- 3.1.12** Vendor shall provide transportation for MCBHD staff and/or family member accompanying patients at no cost.
- 3.1.13** If children are transported, no more than six children may occupy a van on a given trip. A parent may ride, at no additional charge, to accompany a child, if clinically indicated. Current child vehicle restraint standards must be met. (Chapter Trans 310)
- 3.1.14** Vendor shall identify a person to handle complaints and provide evidence of corrective actions when appropriate.

- 3.1.15** Only individuals specifically authorized by MCBHD shall be transported on each trip. Transport of more than one patient at the same time MUST be approved in advance by MCBHD staff. At no time will MCBHD passengers be transported in the same vehicle with the vendor's other clients or the general public.
- 3.1.16** Mileage shall be computed from point of pickup to point of delivery. Vendor shall ensure that the pickups and drop offs are scheduled so that the total distance traveled shall result in the most economical charges to MCBHD. A per trip or Zone or Radius method of billing is preferred vs. actual specific mileage. The trip cost bid is to include all expenses related to the trip (driver, fuel, etc...).
- 3.1.17** Waiting time shall only be reimbursable. If required, with appropriate verification and authorization from MCBHD staff.
- 3.1.18** No additional stops will be made while transporting patients unless authorized by MCBHD.
- 3.1.19** If the vendor fails to furnish service within a reasonable time (normally no more than 1 hour) after receiving a request or any order, MCBHD reserves the right to obtain the service from another source at the vendor's expense. If the vendor fails to furnish service within the 1 hour time period three (3) or more times within a month, MCBHD reserves the right to cancel the contract.
- 3.1.20** Vendor must provide an emergency contact number(s) (besides the dispatch center) that BHD staff can call to report problems with a transport. The contact should be someone that can effect an immediate change to remedy the situation (i.e. lateness or no show of a transport driver).
- 3.1.21** There may be a need at the time of pick up to wait for a patient to be ready. This time frame shall be 15 minutes. If a longer wait is required the driver should report the issue to the BHD contact and their supervisor for follow up and resolution.

3.2 Vehicles

- 3.2.1** The successful vendor shall furnish sufficient numbers of vehicles, in good mechanical operation, prior to the commencement of service, and back up vehicles in cases of breakdown. A back up vehicle must be in place within thirty (30) minutes after a vehicle has been deemed unavailable or excessively late. All vehicles must pass inspection as stated in this document.
- 3.2.2** Vehicles and all components must comply with or exceed the manufacturers, state and federal, safety and mechanical operating and maintenance standards for the particular vehicles and models used under the contract. Vehicles must comply

with all applicable federal laws including the Americans with Disabilities Act (ADA) regulations.

- 3.2.3** The vehicle shall comply with applicable local/state standards and licensing requirements for vehicles used in the specified function per Wisconsin Statutes 341-347 Regulation of Vehicles, Department of Transportation Chapter Trans 301 Human Services Vehicles, and meet all enrollment requirements under Wisconsin Administrative Code DHS 105.39 including maintaining the minimum insurance as noted in DHS 105.39 (1) and (2).
- 3.2.4** The vehicles shall meet all state and local municipality licensure requirements as well as any State of Wisconsin Department of Health Services and Department of Transportation requirements.
- 3.2.5** The vehicles shall be equipped with, but not limited to the following:
 - (1) Heater of sufficient size to heat passenger area.
 - (2) Air conditioning of sufficient size to cool passenger area.
 - (3) Safety belts for all occupants that comply with standards, including availability of a seat belt extender for bariatric sized passengers.
 - (4) Child proof door and window locks.
- 3.2.6** The successful vendor must be currently certified by the Wisconsin Department of Health Services (Wisconsin Medicaid Program), the Wisconsin Department of Transportation, and be contracted with MTM Inc.
- 3.2.7** The vehicles shall be maintained in good and safe operating conditions, with limited markings as to protect the dignity of the person being transported.
- 3.2.8** Vehicles shall be equipped with seatbelts and driver is required to require all passengers (including the driver) to be buckled before commencing transport and throughout the transport.
- 3.2.9** The vehicles shall be equipped with voice communication to a central dispatch location of the vendor to provide for emergency or routine communication.
- 3.2.10** A “No Smoking Policy” shall be maintained at all times for drivers and/or attendants transporting patients and for the patients transported in the vehicles.
- 3.2.11** Cleaning and/or decontaminating of the vehicle before and after transportation of patients shall be the responsibility of the vendor.
- 3.2.12** In the event a vehicle is involved in an accident while transporting an individual under this contract:
 - (1) Notify BHD immediately and provide information necessary to complete an internal incident report.
 - (2) Provide contact point person a copy of the accident report.
 - (3) Provide proof of repair of vehicle and inspection.

3.3 Staff

- 3.3.1** All drivers provided by vendor shall possess valid driver and chauffeur licenses to operate in the State of Wisconsin, issued by the Wisconsin Motor Vehicle Department.
- 3.3.2** All drivers shall wear appropriate attire. Drivers must display ID, identifying them and the contract agency.
- 3.3.3** The vendor shall present written documentation of certificates of other evidence that the driver staff has completed recognized first aid treatment courses such as the multimedia Red Cross Program.
- 3.3.4** The successful vendor shall submit, upon request, the outline of orientation, in-service programs, and any other special course for all drivers.
- 3.3.5** **Criminal Background Checks and Criminal History as per the Department of Health Services, DHS, Chapter HFS 12, Wis. Admin Code *State of Wisconsin Caregiver Law* prior to employment and every four years thereafter. (Online at <http://dhs.wisconsin.gov/caregiver/INDEX.HTM>) More information can be found on page 6.**
- 3.3.6** Employee records shall contain the following documents:
- Job Description & Title
 - Hire Date
 - Criminal Background check (Due every four years) - *Refer to 3.3.5*
 - Caregiver Background check (Due every four years) - *Refer to 3.3.5*
 - Health Screen to include Immunization Records: TB test, Measles, Mumps & Rubella (MMR), Varicella/Chicken Pox, and Influenza
 - Copy of Current Driver License and/or any specialized license
 - Employment application & Education History
 - Evidence of corporate orientation
 - BHD Orientation (Prior to start date at BHD facility)
 - BHD Annual Training
 - Certificates, Registrations and evidence of specialized training
 - Employee Evaluations and documented evidence of disciplinary actions taken as needed
- 3.3.7** The vendor is prohibited from hiring persons who have been convicted of certain acts, crimes, or offenses that are established by the State of Wisconsin in the above statutes.
- 3.3.8** A no weapons policy shall be maintained at all time by all vendor personnel while performing duties of this contract. This includes, but not limited to guns, knives,

pepper sprays and impact weapons. These items can only be carried if secured in a location and method that prevents access by a passenger (i.e. trunk) and not visible to the passenger as it may be intimidating.

- 3.3.9** The vendor shall comply with all contract audit requirements. Records shall be made available for review within an hour of the time of request.
- 3.3.10** Contracted staff shall comply with BHD's orientation, prior to their start date at the facility
- 3.3.11** The Contractor agrees to participate in the training, audits, policies & procedures required by the BHD facility and the Joint Commission.
- 3.3.12** The contract provider will be expected to track the timeliness of patient transport arrivals, and will submit a monthly report, which reflects actual and average response times. The report will be sent to the BHD Quality Assurance team.
- 3.3.13** The vendor will provide annual State inspection reports for each of their vehicles in use at the BHD facility. Annual inspections reports will be sent to the BHD Quality Assurance team.
- 3.3.14** Any vehicle receiving two (2) or more substantiated complaints from passengers concerning cleanliness, temperature, deficiencies, or other deficiencies within a five (5) day period must be removed from service, until the vehicle is inspected and appropriate corrective actions taken. Such actions must be documented and become a part of the vehicle's permanent record.
- 3.3.15** Providers shall provide comprehensive, thorough and complete written reports as response to BHD's Incident Reports. High Risk incidents require a 24 – hour written response. Lower Risk incidents and/or concerns require a 72 – hour response.
- 3.3.16** No driver or attendant shall use or be under the influence of alcohol, illegal drugs or drugs that impair ability to perform while on duty.
- 3.3.17** A corporate training orientation shall be provided to all drivers. The training shall include, at minimum, the following elements:
 - Procedures for handling accidents, moving violations and vehicle breakdowns
 - Driver conduct
 - Customer service standards during pick-up, transportation and delivery
 - Procedures for handling complaints
 - Patient sensitivity and awareness
- 3.4** The vendor shall provide a direct phone line to the dispatcher within fifteen (15) days of contract award.

- 3.4.1** Contractor is to confirm pick-up time for transportation to appointments, when the transportation request is made. Any deviation from the stated time of more than fifteen (15) minutes is not acceptable as timely service. Drivers shall deliver patients / residents on time for their scheduled appointments.
- 3.4.2** Late arrivals will be reported to the dispatcher and the requestor as soon as possible.
- 3.5** The vendor shall not use subcontracting unless prior written consent is given by MCBHD.

**PART 2: SECURE PATIENT TRANSPORTATION and
SECURE PATIENT TRANSPORTATION WITH ADDITIONAL POSTED
SECURITY GUARD**

1. SCOPE AND CLASSIFICATION

1.1 The intent of this specification is to describe the minimum requirements for secure patient transport, to or from the patient’s residence, area hospital, healthcare facility, Milwaukee County Behavioral Health Division (MCBHD) or County, or other designated location, generally within the boundaries of Milwaukee County.

2. APPLICABLE DOCUMENT

2.1 Bidder shall meet or exceed local and state licensing requirements for the service specified herein .

2.2 A bidder that is fully compliant with all Medicare and Medicaid statutes and regulations will be preferred as long as all other provisions are met.

3. REQUIREMENTS

3.1 Service

3.1.1 Transportation shall be provided within **one hour** of notice, 24 hours per day, seven days per week, including weekends and holidays. Alternate time limits will be considered if one hour not available from any vendor.

3.1.2 For appointments: Vendor shall pick-up patients no earlier than 60 minutes prior to the scheduled service appointment time, and the patient shall be delivered to the destination location no later than 15 minutes prior to the specified appointment time. Patients shall not be delivered prior to 8:00 a.m. on given appointment date, unless an earlier appointment has been specified.

3.1.3 Vendor shall pick-up the patient at the designated site, and provides assistance at the destination, as necessary, and returns the patient to the designated site, providing assistance as necessary. For inpatients, the term “designated” means the specific unit on which the patient resides. Special instructions will be provided at time of service request. For example; “inside front entrance and transfer to staff.”

Transports to the Crisis Resource Center (CRC) will need to have the driver standby at the location for a maximum of 15 minutes while the center processes

the patient. The patient, may at the end of that time require transport back to BHD or to another location, as determined by the CRC staff.

- 3.1.4** In case of inclement weather or other circumstances, MCBHD reserves the right (with one-hour notice) to either cancel or reschedule the trip for another date. There will be no payment if one-hour notice is given.
- 3.1.5** Vendor shall notify the respective ordering department within 30 minutes when a patient refuses transportation or fails to be transported.
- 3.1.6** Patients shall not be left unattended for any reason. Furthermore, they shall not be left locked in the vehicle for any reason.
- 3.1.7** Vendor shall submit service tickets for conveyance, recording patient name, pick-up location, time of pick-up, and time-in at the pick up point and time-out at the destination.
- 3.1.8** Vendor shall be able to dispatch an additional staff person to assist a driver with a patient who requires two persons to convey. The need for a second person will be communicated to the vendor by MCBHD staff at the time the transport is requested.
- 3.1.9** Vendor shall be required to transport any patient luggage, medical records, medication, and/or comfort items from pick-up point to designated site at no additional cost. Personal belongings/valuables are to be kept separately from the patient during the transport; belongings that are sealed by MCBHD staff shall be kept sealed throughout the transport. Any patient belongings will be turned over to the staff of the receiving facility or to the patient at the destination, if the person is going to a private residence.
- 3.1.10** Vendor shall provide transportation for MCBHD staff and/or family member accompanying patient at no cost.
- 3.1.11** If children are transported, no more than six children may occupy a van on a given trip. A parent may ride, at no additional charge, to accompany a child, if clinically indicated. Current child vehicle restraint standards must be met. (Chapter Trans 310)
- 3.1.12** Vendor shall identify a person to handle complaints and provide evidence of corrective actions when appropriate.
- 3.1.13** Only individuals specifically authorized by MCBHD shall be transported on each trip. Transport of more than one patient at the same time must be approved in advance by MCBHD staff. At no time will MCBHD passengers be transported in the same vehicle with the vendor's other clients or the general public.
- 3.1.14** Mileage shall be computed from point of pickup to point of delivery. Vendor shall ensure that the pickups and drop offs are scheduled so that the total distance

traveled shall result in the most economical charges to MCBHD. A per trip or Zone or Radius method of billing is preferred vs. actual specific mileage. The trip cost bid is to include all expenses related to the trip (driver, fuel, etc...).

- 3.1.15** Waiting time shall only be reimbursable, if required, with appropriate verification and authorization from MCBHD staff.
- 3.1.16** No additional stops will be made while transporting patients unless authorized by MCBHD.
- 3.1.17** Vendor upon request will provide a second staff (“Guard”) to escort the patient. An example of this service would be to have a staff remain with the patient while they are in court. A separate charge for the additional staff time will be calculated on a quarter hour basis.
- 3.1.18** If the vendor fails to furnish service within a reasonable time (normally no more than 1 hour) after receiving a request or any order, MCBHD reserves the right to obtain the service from another source at the vendor’s expense. If the vendor fails to furnish service within the 1 hour time period three (3) or more times within a month, MCBHD reserves the right to cancel the contract.
- 3.1.19** Vendor must provide an emergency contact number(s) (besides the dispatch center) that BHD staff can call to report problems with a transport. The contact should be someone that can effect an immediate change to remedy the situation (i.e. lateness or no show of a transport driver).
- 3.1.20** There may be a need at the time of pick up to wait for a patient to be ready. This time frame shall be 15 minutes. If a longer wait is required the driver should report the issue to the BHD contact and their supervisor for follow up and resolution.

3.2 Vehicles

- 3.2.1** The successful vendor shall furnish sufficient numbers of vehicles, in good mechanical operation, prior to the commencement of service, and substitute vehicles in cases of breakdown. No vehicle is to be used for this service unless it has passed an inspection per Section 4.

- 3.2.2** The vehicles shall comply with applicable local/state standards and licensing requirements for vehicles used in the specified function per Wis. Stat. 341-347 Reg. of Vehicles.
- 3.2.3** The vehicles shall meet all state and local municipality licensure requirements as well as any State of Wisconsin Department of Health Services and Department of Transportation requirements.
- 3.2.4** The vehicles shall be equipped with, but not limited to, the following:
- (1) Heater of sufficient size to heat passenger area
 - (2) Air conditioning of sufficient size to cool passenger area
 - (3) Safety belts for all occupants that comply with standards, including availability of a seatbelt extender for bariatric sized passengers
 - (4) Child proof door and window locks
- 3.2.5** The vehicles shall be maintained in good and safe operation condition, with limited markings so as to protect the dignity of the person being transported.
- 3.2.6** Vehicles shall be equipped with seatbelts and driver is to require all passengers to be buckled before commencing transport and throughout transport.
- 3.2.7** The vehicles shall be equipped with voice communication to a central dispatch location of the vendor to provide for emergency or routine communication.
- 3.2.8** A “No Smoking” policy shall be maintained at all times for drivers and/or attendants transporting patients and the patients.
- 3.2.9** Cleaning and/or decontaminating of the vehicle before and after transportation of patients shall be the responsibility of the vendor.
- 3.2.10** In the event a vehicle is involved in an accident while transporting an individual under this contract:
- (1) Notify MCBHD immediately and provide information necessary to complete an internal incident report
 - (2) Provide contract point person a copy of the accident report
 - (3) Provide proof of repair of vehicle, and depending upon the damage, an additional inspection by Milwaukee County Fleet Management Division may be required/requested

3.3 Staff

- 3.3.1** All drivers provided by the vendor shall possess valid driver and chauffeur licenses to operate in the State of Wisconsin, issued by the Wisconsin Motor Vehicle Department.
- 3.3.2** The successful vendor shall present written documentation of certificates or other evidence that the driver staff has completed recognized first aid treatment courses such as the multimedia Red Cross Program.
- 3.3.3** The successful vendor shall submit, upon request, the outline of orientation, inservice programs, and any other special course for all driver staff.
- 3.3.4 Criminal Background Checks and Criminal History as per the Dept. of Health Services, DHS, Chapter HFS 12, Wis. Admin Code *State of Wisconsin Caregiver Law* prior to employment and every four years thereafter. (on-line at <http://dhs.wisconsin.gov/caregiver/INDEX.HTM>) More information can be found on page 6).**
- 3.3.5** The vendor is prohibited from hiring persons who have been convicted of certain acts, crimes, or offenses that are established by the State of Wisconsin in the above statutes.
- 3.3** Successful vendor shall provide a direct phone line to the dispatcher within fifteen (15) days of contract award.
- 3.4** The vendor shall not use subcontracting unless prior written consent is given by MCBHD.
- 3.5** A no weapons policy shall be maintained at all times by all vendor personnel while performing duties of this contract. This includes, but not limited to guns, knives, pepper sprays and impact weapons. These items can only be carried if secured in a location and method that prevents access by a passenger (i.e., trunk) and not visible to the passenger as it may be intimidating.

Additional Information – Secure Patient Transportation

A) WHEN A PATIENT IS BEING TURNED OVER TO SECURE – TRANSPORT

- Patient and secure - transport staff will be escorted into PCS Intake Area by an officer.
- Officer will retrieve patient property bags from locker. Officer will confirm correct property is being turned over by checking wristband of patient.
- Officer will give patient ONLY the property bag containing shoes and/or coat.
- Property bag containing all other patient property will remain sealed and be given directly to the secure - transport staff. To ensure proper transfer of property and chain of custody, security staff will not open the bag.
- Officer will have patient sign for their shoes and coat in the appropriate signature area.
- The secure - transport staff will be required to sign in for the sealed property bag that they are receiving on behalf of the patient.

B) SECURE TRANSPORT – COURT

- Secure transport drivers must ensure that consumers arrive to court by, no later than 8:30am.
- Secure transport drivers will escort consumers from the vehicle to the BHD Front Desk Area.
- The driver will remain with the consumer at the Front Desk, until the designated Orion Courtroom Security Guard arrives to escort the consumer to the courtroom waiting area.
- The Front Desk Orion Security staff will contact the courtroom security agent to inform him that the consumer has arrived to attend court.
- Once court is in session, a designated courtroom staff person will call the secure transport company to arrange for pick-up and return home.
- The secure transport driver will report to the BHD front desk, and then tell the Orion Security the reason for arrival (Consumer's name -attending court)
- Front Desk will contact the courtroom Security Guard to let him/her know that the secure transport driver has arrived to pick up the consumer.
- The courtroom Orion Security guard will escort the consumer to the front desk, and transfer escort responsibilities to the secure transport driver.

PART 3: ADDITIONAL INFORMATION

SAMPLING, INSPECTION, AND TEST PROCEDURES

MCBHD reserves the right to inspect all vehicles prior to award and/or during the contract period.

Inspection of licensed vehicles and equipment supplies of the first low bid vendor will be made by Milwaukee County Fleet Management Division prior to the award to ascertain compliance with the requirements as outlined. Inspection of all vehicles and substitute vehicles to be used in the contract is to be arranged by the vendor with Fleet Management contact person. Any vehicles not approved for use cannot be used in the provision of this contract. New vehicles can be added to this contract after undergoing an inspection. If the low bidder does not satisfy the requirements, the next low bidder will be inspected.

An annual audit will be conducted to validate that the required documentation is on record in all personnel files. Non-compliance with audit process will be considered grounds for termination of the contract.

PREPARATION AND DELIVERY

Bid or proposal is to contain information on the time frame between award of service and when the service can be initiated.

NOTES

Cancellation

MCBHD may terminate this contract for failure to meet the specification requirements or condition of the contract upon written notice to the vendor.

Terms of Payment

- a.** The patient shall **NOT** be billed.
- b.** Contractor shall bill third party payers for any clients eligible for third party payment. The reimbursement allocated by such third party payers shall be considered full compensation for services rendered. The MCBHD shall provide necessary billing documentation to the Vendor within five (5) working days of transport.
- c.** Contractor shall bill MCBHD for those patients who **are not** eligible for third party reimbursement. The Contractor shall submit a claim form for each transport provided. The claim form should include the following:

- a) Patient name
- b) Date of trip
- c) Time of trip
- d) Pick up location
- e) Destination
- f) Mileage
- g) Duration
- h) Special instructions received
- i) Vehicles used (# or other identifier)
- j) Notice of contractor's need for additional documentation necessary for contractor to bill third party payer

Advertising

The successful vendor shall not advertise, in any written or published manner, the contract or service with MCBHD.

Renewal

Said agreement shall be initially for a term of two years (first year partial). The agreement may be subsequently extended, upon mutual consent of the County and the Contractor and under the same conditions, for up to 3 (three) additional terms of one year each, for a total of up to five (5) years.

SECTION 5 REQUIRED FORMS

- Conflict of Interest
- Volume I Sworn Statement
- Volume I Cover Sheet
- Volume II Cover Sheet
- Volume II Pricing Sheet
- EEOC Compliance Certificate
- Statement Regarding Debarment and Suspension
- Proprietary Information Disclosure Form
- Attachment I - Insurance Information
- Staffing Roster - available from http://county.milwaukee.gov/DHHS_bids

CONFLICT OF INTEREST STIPULATION
(Sign and Submit with Program Proposal – Volume I)

MILWAUKEE COUNTY (MC) REQUEST FOR PROPOSAL: _____

CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any MC employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION

BUSINESS RELATIONSHIP

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

SWORN STATEMENT OF BIDDER
(Sign and Submit with Program Proposal – Volume I)

MILWAUKEE COUNTY (MC) REQUEST FOR PROPOSAL: _____

SWORN STATEMENT OF BIDDER

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Bidder, _____,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.

**COVER SHEET FOR MAIN PROPOSAL
(Sign and Submit with Program Proposal – Volume I)**

COVER SHEET FOR THE MAIN PROPOSAL

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MC is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services

Vendor's Name

Title

Signature

Date

**COVER SHEET FOR PRICING PROPOSAL
(Sign and Submit with Price Proposal – Volume II)**

COVER SHEET FOR THE PRICING PROPOSAL

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MC is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Professional Services

Vendor's Name

Title

Signature

Date

VOLUME II - Pricing Proposal

Vendor Name: _____

001 Transportation Service – Non-Emergent Patient Transport –2 miles or less (van)

\$ EACH

002 Transportation Service – Non-Emergent Patient Transport – 2.1 miles to 5 miles (van)

\$ EACH

003 Transportation Service – Non-Emergent Patient Transport – 5.1 miles to 10 miles (van)

\$ EACH

004 Transportation Service – Non-Emergent Patient Transport –10.1 miles or more (van)

\$ EACH

005 Transportation Service – Mileage

For Out of County Transports

\$ PER MILE

006 Transportation Service – Posted Security Guard

Price Per Hour for Security Guard

\$ PER HOUR

EEOC COMPLIANCE

(Sign and Submit with Program Proposal – Volume I)

YEAR 2013 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS

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 PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as CONTRACTOR) 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

CONTRACTOR 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.

CONTRACTOR 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

CONTRACTOR 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 seller's work force, where these groups may have been previously under-utilized and under-represented.

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

Non-Segregated Facilities

CONTRACTOR 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

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

Affirmative Action Plan

CONTRACTOR 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: Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

CONTRACTOR 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) 278-4206].

If a current plan has been filed. indicate where filed _____ and the year covered _____.

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

Employees

CONTRACTOR 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

CONTRACTOR 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 _____

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(Sign and Submit with Program Proposal – Volume I)**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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: _____

Company: _____

PROPRIETARY INFORMATION DISCLOSURE FORM (Sign and Submit with Program Proposal – Volume I)

PROPRIETARY INFORMATION DISCLOSURE FORM

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

Prices always become public information and therefore cannot be kept confidential.

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

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

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

ATTACHMENT I

INSURANCE REQUIREMENTS UNDER CONTRACT

- A. Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Provider, or its (their) agents or sub contractor(s) or Independent Service Providers, which may arise out of or are connected with the activities covered by this Agreement.
- B. Provider agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, DSPs, board members, volunteers, and Provider's Independent Service Provider(s). Such evidence shall include insurances covering Workers' Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability and Professional Liability (where applicable) in the minimum amounts listed below. Provider must obtain all required coverage or confirm that applicable coverage has been obtained by Purchaser approved Independent Service Provider(s) or approved subcontractor(s).
- C. Automobile insurance that meets the Minimum Limits as described in this Agreement is required for all agency vehicles (owned, non-owned, and/or hired). In addition, the Provider shall have Automobile Liability Insurance, and/or Auto and Umbrella Liability that meets the Minimum Limits for non-owned and/or hired autos.
- D. Provider hereby certifies that Provider's DSPs who use personal vehicles for any purpose related to the provision of Covered Services have in effect insurance policies in companies licensed to do business in the State of Wisconsin providing protection against all liability, including public liability and property damage, arising out of the use of their automobiles during the course of their employment. Provider further certifies that said DSPs have a Driver's License valid in the state of Wisconsin.
- E. 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.
- F. It being further understood that failure to comply with insurance requirements may result in suspension:

TYPE OF COVERAGE

MINIMUM LIMITS

Wisconsin Workers' Compensation

Statutory Limits*

* Workers' Compensation is required for all Providers, regardless of organizational structure or size (includes one-employee providers, sole proprietorships, partnerships as well as Providers composed solely of independent contractors).

Employer's Liability

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

Commercial General and/or Business Owner's Liability

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

\$1,000,000 - Per Occurrence

\$1,000,000 - General Aggregate

Automobile Liability

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

\$1,000,000 Per Accident

Umbrella/Excess Liability

\$1,000,000 Per Occurrence

Uninsured Motorists

\$1,000,000 Aggregate
Per Wisconsin Requirements

Professional Liability **

To include Certified/Licensed Mental Health and AODA Clinics and Providers
and

\$1,000,000 Per Occurrence
\$3,000,000 Annual Aggregate

Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute

As required by State Statute

Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State of Wisconsin (indicate if Claims Made or Occurrence)

\$1,000,000 Per Occurrence/Claim
\$3,000,000 Annual Aggregate

Other Licensed Professionals

\$1,000,000 Per Occurrence
\$1,000,000 Annual aggregate or
Statutory limits whichever is higher

** Please check (enter an X) in the box next to Professional Liability, if Professional Liability Insurance is required for this agreement.

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

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

H. Provider shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Department of Health and Human Services named as the “Certificate Holder”) shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is 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 300
Milwaukee, WI 53205

I. If Provider’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 Provider 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.

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

K. All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated “A” per Best’s Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Purchaser, if requested, to obtain approval of insurance requirements.

L. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the

Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 301
901 North Ninth Street
Milwaukee, WI 53233

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