



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

**DELINQUENCY & COURT SERVICES DIVISION**

**YEAR 2015**  
**PROFESSIONAL SERVICE CONTRACTS GUIDELINES**  
**PROGRAM AND TECHNICAL REQUIREMENTS**

**Issued July 14, 2014**  
**Proposal due 4:00 PM CDT, September 2, 2014**

Ver. 7/11/14



DEPARTMENT OF HEALTH AND HUMAN SERVICES

# Milwaukee County

July, 2014

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 **Children's Detention Center Psychiatric Nursing and Physician Services** under Professional Services Agreements in 2015. Please refer to the Program Requirements contained in the *Year 2015 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 be available for download beginning **Monday, July 14, 2014** from:

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

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

**Tuesday, August 5, 2014**

**4:00 – 5.30 p.m.**

**Bay View Library**

2566 South Kinnickinnic Avenue  
Milwaukee, WI 53207

**Thursday, August 7, 2014**

**3:00 – 4:30 p.m.**

**Coggs Center Room 104**

**1220 W. Vliet Street**

**Milwaukee, WI 53205**

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 2, 2014.**

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 300  
1220 West Vliet Street  
Milwaukee, WI 53205**

Following the application review process outlined in the *Professional Services Guidelines Program and Technical Requirements*, contract award recommendations may be presented for approval to the County Board Committees on Health and Human Needs, and Finance, Personnel and Audit, 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:

Wilma Fonseca, Juvenile Detention Superintendent, (414) 257-7718  
Kelly Pethke, Grant Coordinator, (414) 257-5725

Technical Requirements (questions about application requirements):

James Sponholz, Contract Administration, (414) 289-5778  
Sumanish Kalia, CPA, Contract Administration, (414) 289-6757

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

Sincerely,

Héctor Colón  
Director  
Milwaukee County Department of Health and Human Services

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# **Delinquency & Court Services Division**

## **SECTION 1**

### **INTRODUCTION**

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## INTRODUCTION

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Welcome to the Year 2015 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) Delinquency & Court Services Division (DCSD). 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 emailing of an 'Interested Parties' letter to all current contractors and interested parties on the e-notify mailing list maintained by Contract Administration, and, the publication of media announcements in the Milwaukee Journal-Sentinel newspaper. Notice is also posted on the Business Opportunity Portal (BOP).

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

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

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

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

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

# **DELINQUENCY & COURT 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 301  
Milwaukee, WI 53205  
Tel. 414-289-5853  
Fax. 414-289-5874  
Email: dennis.buesing@milwaukeecountywi.gov

### **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 [dhsca@milwaukeecountywi.gov](mailto:dhsca@milwaukeecountywi.gov) on or before **August 1, 2014**. **All questions must cite the appropriate RFP section and page number.** In addition, all questions should also be submitted via email to [dennis.buesing@milwaukeecountywi.gov](mailto:dennis.buesing@milwaukeecountywi.gov).

It is the intent of DHHS that these questions will be answered and posted on: [http://county.milwaukee.gov/DHHS\\_bids](http://county.milwaukee.gov/DHHS_bids) on or before **August 15, 2014**.

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

Proposals are due by **4:00 PM CDT on September 2, 2014.**

### **RFP Schedule**

<b>RFP Milestones</b>	<b>Completion Dates</b>
RFP issue date	July 14, 2014
Written question submission date	August 1, 2014
1st Question and Answer Session (Pre-bid Conference)	August 5, 2014; 4:00 PM
2nd Question and Answer Session (Pre-bid Conference)	August 7, 2014; 3:00 PM
Written Q&A posted to website	August 15, 2014
Written Proposals due	September 2, 2014; 4:00 PM CDT

## **SUBMITTING THE PROPOSAL**

All applications for funding **must be received** by the DHHS **no later than 4:00 p.m. CDT on Tuesday, September 2, 2014.** 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 300, 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 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, 2015 and terminate December 31, 2015, 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:** Proposals submitted by an agency become the property of Milwaukee County at the point of submission. For agencies awarded a contract, the proposal material is placed in an agency master file that becomes part of the contract with DHHS. It will become public information, and will be subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the conclusion of contract negotiations and the written Notification of Intent to Award a Contract, the proposal is considered a "draft" and is not subject to the open records law.

For agencies not awarded a contract, proposal material will be retained for a period of time as specified by County document retention policies.

**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 referenced in 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 proposer's responsibility to defend the determination in the event of an appeal or litigation.

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

Any materials submitted by the proposer in response to this RFP that the Proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form on the next page. 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 2015 Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

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

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

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

We request that the following pages not be released:

Section	Page #	Topic

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

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

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

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

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

Date \_\_\_\_\_

**DELINQUENCY & COURT 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. In the event that none of the Proposals meet one or more of the specified requirements, the DHHS reserves the right to continue the review and scoring of Proposals and to select the Proposals that most closely meet the requirements specified in this RFP.

Proposals that do not comply with instructions or are unable to comply with specifications contained in this RFP may be rejected by DHHS. DHHS may request reports on a Proposer's financial stability and if financial stability is not substantiated, Milwaukee DHHS may reject a proposal. DHHS retains the right to accept or reject any or all proposals, or to accept or reject any part of a proposal if it is deemed to be in the best interest of DHHS. DHHS shall be the sole judge as to compliance with the instructions contained in this RFP.

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

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

Proposals are evaluated against the review and scoring criteria as indicated in 3.2. Review Panel scores are presented to division administrator(s), who may, or may not recommend the highest scoring proposal(s), to the Milwaukee County Board of Supervisors, if Board approval is required by state statute,

Any contract with a value of at least \$100,000, but not more than \$300,000, to which the County is a party and which satisfies any other statutory requirements, may take effect only if the County Board's Finance, Personnel and Audit Committee does not vote to reject the contract within 14 days after the contract is signed or countersigned by the Milwaukee County Executive.

If the Board's Finance Committee votes to reject a contract described above, the contract may take effect only if the contract is approved by a vote of the County Board within 30 days after the Board's Finance Committee votes to reject the contract.

Any single contract, or group of contracts between the same parties which generally relate to the same transaction, with a value or aggregate value of more than \$300,000, to which the County is a party and which satisfies any other statutory requirements, may take effect only if it is approved by a vote of the County Board.

The Milwaukee County Board of Supervisors may reject the department's recommendations and ask for an additional review and scoring of proposal(s), or require a reissuance of the RFP for the program(s) being recommended. The County Executive may veto, in part or in whole, the County Board's action.

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

The Review Panel has the right to rely on any narrative, supporting materials or clarifications provided by the Proposer. The Review Panel can ask for oral clarification to supplement written proposal, if it will assist review and scoring procedure.

In addition, the division administrator may convene a second panel to hear oral presentations from the highest-scoring proposers, based on the initial review and ranking of the proposals by the Review Panel based on the criteria outlined in the RFP.

**The Proposer is responsible for any Proposal inaccuracies, including errors in the budget and any best and final offer (if applicable).** The DHHS reserves the right to waive RFP requirements or gain clarification from a Proposer, in the event that it is in the best interest of the DHHS to do so.

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

### **3.2 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 DHHS reserves the right to reject any and all Proposals.** This RFP does not commit the DHHS 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 DHHS's intent to award a contract as a result of this RFP. **A Notification of Intent to Award a contract does not constitute an actual award of a contract, nor does it confer any contractual rights or rights to enter into a contract with the DHHS.**

After Notification of the Intent to Award is made, copies of all Proposals will be made available for other proposer's inspection subject to proprietary information exclusion mentioned in **Section 2**. Any such inspection will be conducted under the supervision of DHHS staff.

Copies of proposals will be made available for inspection for five working days from the date of issuance of "Notice of Intent to Award" between 8:30 a.m. to 4:00 p.m. at:

Milwaukee County Department of Health and Human Services  
Contract Administration  
1220 W Vliet Street, Suite 300  
Milwaukee, WI 53205

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

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

Only unsuccessful proposer(s) are allowed to file an appeal. Applicants can only protest or appeal a violation of the procedures outlined in these RFP instructions or in the selection process. Subjective interpretations by the reviewers are not subject to protest or appeal. All appeals must be made in writing and must fully identify the procedural issue being contested. On demand by such appellant(s), DHHS may provide the summary score(s) of review and scoring panel, but in no case will the names of panel members be revealed.

A written appeal, fully documenting the basis for the appeal, must be made in writing. The appeal must be as specific as possible and should identify deviations from published criteria in the selection process or the procedures outlined in these RFP instructions that are alleged to have been violated.

The written appeal 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 after the notice of intent to contract or non-funding is post-marked. Late filing of the appeal will invalidate the protest.

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

# **DELINQUENCY & COURT 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" (See Section 7). The DHHS reserves the right to reject or waive disclosed deviations and exceptions.

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

# **SECTION 4, PART 1**

## **TECHNICAL REQUIREMENTS**

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

## APPLICATION CONTENTS – I. INITIAL SUBMISSION

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

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

### 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:

3	Authorization To File		
4	Application Contents, Agency Description and Assurances		
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		
22	Emergency Management Plan		

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

25	Form 1		
26	Agency Employee Hours and Salaries (Forms 2)		
27	Employee Demographics Summary (Form 2B)		
30	Contract Organizational Chart for Proposed Service		

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

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

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

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

**SECTION 7 – APPENDICES**

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

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

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

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

**SAMPLE COVER LETTER**

*ITEM #1*

(ON VENDOR LETTERHEAD)

DATE:

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 2015 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 2015 PROPOSAL SUMMARY SHEET**

ITEM # 1

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

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

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

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

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

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

Please complete the following information for each 2015 program proposed in your proposal. Program name, and if applicable, a program number must be assigned to each program. This proposal must include programs from only one division. In order to apply for programs from more than one division, a separate, complete proposal must be submitted for each division.

Division: DCSD \_\_\_\_\_ DSD \_\_\_\_\_ MSD \_\_\_\_\_ Housing \_\_\_\_\_

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

A. Program Number: \_\_\_\_\_ Program Name: \_\_\_\_\_

Continuation \_\_\_\_\_ New \_\_\_\_\_

2014 Funding: \_\_\_\_\_ 2015 Request: \_\_\_\_\_

THIS SHEET MUST BE ATTACHED TO THE TOP OF THE PROPOSAL PACKAGE.

PLEASE DUPLICATE AS NEEDED. PLEASE USE A SEPARATE SHEET FOR EACH DHHS DIVISION FOR WHICH YOU ARE SUBMITTING PROPOSALS, AS WELL AS A SEPARATE SHEET FOR EACH PROGRAM WITHIN EACH DIVISION FOR WHICH YOU ARE APPLYING

**YEAR 2015 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 2015 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 2015 Professional Services Contract.

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

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

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

**YEAR 2015 AGENCY DESCRIPTION AND ASSURANCES** ITEM # 4

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

- |                                      |  |   |
|--------------------------------------|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership/Joint Venture       | <input type="checkbox"/> Service Corporation (SC)         |
| <input type="checkbox"/> For-Profit  | <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Sole Proprietorship              |
| <input type="checkbox"/> Non-Profit  | <input type="checkbox"/> Single Member LLC               | <input type="checkbox"/> Individual Credentialed Provider |

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

\_\_\_\_\_ Articles of Incorporation (*applicable for Corporations only*)

\_\_\_\_\_ Operating Agreement (*applicable for LLC only*)

\_\_\_\_\_ Bylaws (*applicable for Corporations only*)

\_\_\_\_\_ Personnel Policies

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

\_\_\_\_\_ Audit Hotline Policy (see item 18)

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

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

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

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

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

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

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

5. How Provider will assist Participants/Service Recipients to individually prepare for an emergency.

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

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

**DEMOGRAPHY SUMMARY**

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

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

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

A "disabled 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: \_\_\_\_\_



**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 2015 INDEMNITY, DATA & INFORMATION  
SYSTEMS COMPLIANCE, HIPAA**

**Indemnity/Insurance**

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

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

**Provision for Data and Information Systems Compliance**

Contractor shall utilize computer applications in compliance with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. All Contractors shall have internet access, an email address, and shall utilize Microsoft Excel 2000 or newer, or shall use applications which are exportable/convertible to Excel.

**Health Insurance Portability and Accountability Act**

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

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

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

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

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

**INSURANCE**

ITEM #12

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

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

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

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

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

<b>Umbrella/Excess Liability</b>	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Uninsured Motorists	Per Wisconsin Requirements
<b><u>Professional Liability</u></b>	
To include Certified/Licensed Mental Health and AODA Clinics and Providers and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Statute	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate As required by State Statute Wisconsin Patient Compensation Fund
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

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

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

Exceptions of compliance with “additional insured” endorsement are:

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

Workers Compensation coverage is required for all Contractors, regardless of organizational structure or size (includes one-employee providers as well as Contractors composed solely of independent contractors). **A Waiver of Subrogation for Workers’ Compensation by endorsement in favor of Milwaukee County is also required. A copy of the endorsement shall be provided to DHHS.**

**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  
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 2015 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 2012, 2013, and 2014 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2012 Wages	2013 Wages	2014 Wages

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

**Related Party Relationships**

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

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

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

Name	Relationship	% or Estimated Income

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

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

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

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

**FORM 2C - YEAR 2015 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 Proposer organization.

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

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

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

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

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

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

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

**Interest in Contract**

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

**Interest of Other Public Officials**

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

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

**Prohibited Practices**

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

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

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

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

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

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

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

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

**Non-Discrimination**

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, 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 disabled persons and other protected groups, at all levels of employment in all divisions of the vendor's work force, where these groups may have been previously under-utilized and under-represented.

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

**Non-Segregated Facilities**

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

**Subcontractors**

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

**Reporting Requirement**

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

**Affirmative Action Plan**

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street 9<sup>th</sup> Floor, Milwaukee, WI 53208 [Telephone No.: (414) 278-4292].

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

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

**Employees**

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

**Compliance**

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

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

By \_\_\_\_\_ Address \_\_\_\_\_

(Signature)

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

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

**EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS**

It is the official policy of \_\_\_\_\_ that no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner on the basis of race, religion, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, 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.**

**Audit Services Division Hotline**

Milwaukee County has set up the Audit Services Division 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 Audit Services Division 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 Audit Services Division has developed which provides the Fraud Hotline number and other information and the Department of Public Works shall inform contractors of this requirement”

A Hotline bulletin is attached (See flyer under Appendices, Section 7). 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.

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

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

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

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

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

**CERTIFICATION STATEMENT**

**DEBARMENT AND SUSPENSION**

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

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

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

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

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

**ADDITIONAL DISCLOSURES**

ITEM # 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: \_\_\_\_\_

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

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

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

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

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

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

1. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they have a written screening process in place to ensure background checks, extending at least three (3) years back, for criminal and gang activity, for current and prospective employees providing direct care and services to children and youth. The background checks shall be made prior to hiring a prospective employee on all candidates for employment regardless of the person's place of residence.
2. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they are in compliance with the provisions of the Resolution; that the statement shall be subject to random verification by the DHHS or its designee; and, that the DHHS or its designee shall be submitted, on request, at all reasonable times, copies of any or all background checks performed on its employees pursuant to this Resolution.
3. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which do not submit to the DHHS or its designee, copies of any or all background checks, on request, at all reasonable times, pursuant to this Resolution, shall be issued a letter of intent within 10 working days by the DHHS or its designee to file an official 30-day notice of termination of the contract, if appropriate action is not taken by the contract agency towards the production of said documents.
4. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall perform criminal background checks on current employees who provide direct care and services to children and youth by January 31, 2001 and, after 48 months of employment have elapsed, criminal background checks shall be performed every four (4) years within the year thereafter.
5. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall hire prospective employees after January 31, 2001 conditioned on the

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

6. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of one or more of the following offenses shall notify the DHHS or its designee immediately. Offenses include: homicide (all degrees); felony murder; mayhem; aggravated and substantial battery; 1<sup>st</sup> and 2<sup>nd</sup> degree sexual assault; armed robbery; administering dangerous or stupefying drugs; and, all crimes against children as identified in Chapter 948 of Wisconsin Statutes.
7. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any other offense not listed in Number 6 shall notify the DHHS or its designee immediately. Offenses include but are not limited to: criminal gang member solicitations; simple possession; endangering public safety; robbery; theft; or, two (2) or more misdemeanors involving separate incidences within the last three (3) years.
8. DHHS contract agency employees and employees of agencies/organizations with which the DHHS has reimbursable agreements who provide direct care and services to children and youth, charged with any of the offenses referenced in Number 6 and Number 7, shall notify the DHHS or its designee within two (2) business days of the actual arrest.
9. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction as stated in Number 6, or a conviction that occurred less than three (3) years from the date of employment as stated in Number 7, the DHHS or its designee shall issue a letter of intent within 10 working days to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth.
10. The DHHS or its designee, upon receipt of notification of potentially disqualifying past criminal misconduct or pending criminal charges as stated in Number 6 and Number 7 of this Resolution, shall terminate the contract or other agreement if, after 10 days' notice to the contract agency, the DHHS or its designee has not received written assurance from the agency that the agency has taken appropriate action towards the convicted current or prospective employee consistent with the policy expressed in this Resolution.
11. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any crime under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, and the conviction occurred within the last five (5) years from the date of employment or time of proposal, shall notify the DHHS or its designee immediately.
12. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, the DHHS or its designee shall issue a letter of intent, within 10 working days, to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth. **Current or prospective employees of DHHS contract agencies or other reimbursable agreements who have not had a conviction within the last five (5) years under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, shall not be subject to the provisions of this Resolution.**

**CERTIFICATION STATEMENT**

ITEM# 19

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

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

- (1) has received and read the enclosed, "PROVISIONS OF RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO MILWAUKEE COUNTY CHILDREN AND YOUTH;"
- (2) has a written screening process in place to ensure background checks on criminal and gang activity for current and prospective employees providing direct care and services to children and youth; and,
- (3) is in compliance with the provisions of File No. 99-233, the Resolution requiring background checks.

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

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

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

### CERTIFICATION STATEMENT

#### RESOLUTION REGARDING CAREGIVER AND CRIMINAL BACKGROUND CHECKS

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

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

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

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

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

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

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

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

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

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

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

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

**Item 20 partially comprises the points scored under Cultural Diversity and Cultural Competence**

**CULTURAL COMPETENCE**

Item 20

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

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

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

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

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

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

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

## 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 a summary of your Emergency Management Plan (no more than 6 pages) that identifies the steps Proposer has taken or will be taking to prepare for an emergency and address, at a minimum, the following areas and issues:**

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

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

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

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

[http://www.dhs.wisconsin.gov/rl\\_dsl/emergency-preparedness/emerg-prep-hva.htm](http://www.dhs.wisconsin.gov/rl_dsl/emergency-preparedness/emerg-prep-hva.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.

**RATE SHEET**

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

Proposer must submit a rate for Billable Services.

<b>Service</b>	<b>Unit of Service (per Hour, Per 15 min, Per Client etc)</b>	<b>Cost per Unit</b>	<b>Comments (if any)</b>

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

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

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

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

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



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

**Column 1 - Position Title**

Enter the title of each position with any portion of its time directly allocated to the 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*

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 2015 Professional Services Agreement Guidelines, Program Requirements* (Section 5).

**Provide a narrative describing your service. Refer to the *Year 2015 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 (10 percent)**

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 - (20 Percent)**

*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. Full points will be given to applicant meeting minimum requirements for this criterion.

**4. EXPERIENCE - (40 Percent)**

*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, including any experience providing service in a Jail or Detention facility, and experience providing pediatric services.

**5. TIME SCHEDULE AND FEE FOR SERVICES - (30 Percent)**

*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 Item 25, 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. 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 Percent**

**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.

**Delinquency & Court Services Division**

**SECTION 5**

**PROGRAM REQUIREMENTS**

## **DELINQUENCY AND COURT SERVICES DIVISION (DCSD)**

### **INTRODUCTION AND INSTRUCTIONS**

#### **Professional Services Request For Proposal**

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

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

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

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

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

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

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

For agencies under contract in 2015, Delinquency and Court Services Division requires a single annual evaluation for the period July 1, 2014 – June 30, 2015. The report is due August 4, 2015.

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

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

**Funding Note for 2015:**

As in recent years, the uncertainties of funding for 2015 may result in significant changes in the structure or funding of our programs by the time the applications are due for submission in September. Applicants should contact the Division and check the Milwaukee County DHHS website for updates to the RFP prior to writing and submitting a proposal. A periodic check is also advisable, as we understand the time and effort that is required on the application process. Inquiries should be made to Kelly Pethke at telephone (414) 257-5725 or email Kelly.Pethike@milwaukeecountywi.gov

The following list includes the programs for which DCSD is issuing a Professional Services Request For Proposal (RFP) for contract year 2015. Please note that the filing requirements for the Professional Services RFP are substantially different than those for the Purchase of Service RFP. Agencies seeking to contract for the provision of the following programs are required to submit a **complete application** package that includes all of the documents and formats as defined in this section of the *Year 2015 DHHS Request for Proposal*.

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

**Recommended Programs**

**Program Number**

**Program Name**

**DCSD 012**

**Detention Psychiatric Nursing Services**

**DCSD 013**

**Detention Physician and Medical Services**

**INTRODUCTION and PROGRAM PURPOSE**

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

**Background Information**

Under Wisconsin Administrative Code 346 a juvenile shall be provided professional assistance when displaying mental distress including withdrawal, uncontrolled emotions and self-destructive behavior. In 2013, there were 2,519 admissions into secure detention in Milwaukee County. The average length of stay was 13.7 days per admission. However, the average length of stay for juveniles held beyond the initial detention hearing was 19.7 days. Some of the youth will be evaluated for mental health issues due to their behavior within detention or as part of the litigation process. In 2013, over 2,300 mental health screenings occurred with juveniles by the contract agency.

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

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

**Target Population**

While the current Detention Center capacity is 120, the population can, at times, exceed this number. The 2013 population average at the Detention Center was 96 with Monday being the busiest day. New admissions can include 25 to 35 over the weekend. Youth in the Detention Center include males and females (2013 statistics: 82.4% males, 17.6% females) from ages 10 to 17, although younger youths are occasionally admitted. Many of these youth have been in numerous placements or are on AWOL status prior to being taken into custody by the police and transported to Detention. Little information on their health and family history is known at admission into the Detention Center.

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

The professional services required shall include:

- A. **Admission Screening**: Prior to admission into the Detention Center, custody intake staff, to determine if there are any mental health issues that need immediate attention, will complete a mental health screen. Based on availability, the vendor will provide consultation to determine the appropriateness for admission.
- B. **Mental Health Screening**: A mental health screening of each juvenile by a mental health professional needs to be completed within 24 hours of admission into the Detention Center (except on designated Milwaukee County holidays). Juveniles who are expected to stay in the Detention Center for less than 24 hours will be exempt from any formal mental health screening unless it is warranted. In 2013 there were 2,519 admissions into secure detention, an average of approximately 8 screens performed daily should be anticipated.
- C. **Suicide Prevention Program**: A psychiatric nurse will assess suicide potential at initial screening and during the juvenile's stay at the Detention Center. In order to provide proper intake screening for suicide prevention the psychiatric nurse will be contacted by the intake staff or detention staff if a juvenile displays or verbalizes suicidal behavior. The nurse will assess suicide risk, develop procedures for suicide precautions, monitor suicidal juveniles, train other detention personnel in suicide identification and prevention, refer to MD, maintain accurate documentation of observations and interventions and follow the policies and procedures of the Milwaukee County Detention Center.
- D. **Crisis Intervention**: Juveniles may appear to be psychologically stable upon intake, and later experience a psychiatric episode within the Detention Center. To meet the needs of juveniles in crisis, the psychiatric nurse will stabilize juveniles, provide psychological and counseling services and contact outside resources or family members. In addition the psychiatric nurse will explain to detention staff how to handle problematic juveniles, document the episode and communicate the resolution and treatment recommendations to other detention staff. The psychiatric nurse will make appropriate referrals to outside agencies including Behavioral Health Division (BHD) and will teach crisis prevention skills to juveniles who display poor impulse control and symptoms of depression.
- E. **Chemical Dependency**: Psychiatric nursing staff will coordinate with DCSD staff to connect juveniles who need AODA services with the DCSD AODA program. That program provides linkages to ongoing community-based services. The psychiatric nurse will design individual treatment programs and refer juveniles to related services upon release.
- F. **Psychological Therapy, and Individual Counseling**: The psychiatric nurse will provide individual counseling and referrals to juveniles upon request. The contract agency will develop specific working agreements with community agencies interested in sustaining relationships with juveniles after placement outside of the Detention Center.

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

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

### **EXPECTED OUTCOMES AND INDICATORS**

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

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

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

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

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

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

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

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

### **CONTRACT PROVISIONS**

The successful applicant will be required to comply with all provisions of the Milwaukee County Professional Services Agreement. Interested parties may direct inquiries to: Wilma Fonseca, (414) 257-7718, 9 a.m. - 4 p.m., Monday through Friday.

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

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

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

### **SPECIAL BUDGET REQUIREMENT**

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

- Form 1
- Forms 2, 2A and 2B

A complete budget package, as required for Purchase of Service RFPs, is not required.

### **REIMBURSEMENT**

Providers will be reimbursed on a fee-for-service basis based upon an hourly unit rate (1 hour = 1 unit) to be determined by DCSD. Monthly reimbursement will be limited to a cumulative 1/12 of the yearly Milwaukee County approved contract allocation. Annual reimbursements may not exceed actual program expenses or the total contract allocation. A program specific (Rate X Unit) Rate Statement must be submitted following the end of each calendar month according to DHHS policy. Tentative maximum 2015 funding is set at \$159,096.

### **CONTRACT DURATION**

This contract will be for calendar year 2015, with the option to extend the contract in each of two subsequent years.

**INTRODUCTION and PROGRAM PURPOSE**

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified physicians or licensed medical providers that are interested in providing medical services to the Juvenile Detention Center under a Professional Services Agreement in 2015.

**Background Information**

Under Chapter 346, upon admission a juvenile shall be provided a health screening and care. Currently, detained juveniles receive a health screening upon entrance into the Detention Center by aiding an intake worker in the completion of the Medical Screening/Consent Form. Within 24 hours (excluding weekends & holidays) the juvenile receives a medical screening of clinical history and a physical examination by a medical professional. Physician/Nurse Practitioner services are currently provided 5 days a week. In 2013, there were 2,519 admissions into secure detention in Milwaukee County. The average length of stay was 13.7 days per admission. However, the average length of stay for juveniles held beyond the initial detention hearing was 19.7 days. The Detention Center has authorized funding for three full time and two part-time Registered Nurse positions and funding to contract Physician Services and Psychiatric Nursing Services.

**Target Population**

While the current Detention Center capacity is 120, the population can, at times, exceed this number. The 2013 population average at the Detention Center was 96 with Monday being the busiest day. New admissions can include 25 to 35 over the weekend. Youth in the Detention Center include males and females (2013 statistics: 82.4% males, 17.6% females) from ages 10 to 17, although younger youths are occasionally admitted. Many of these youth have been in numerous placements or are on AWOL status prior to being taken into custody by the police and transported to Detention. Little information on their health and family history is known at admission into the Detention Center.

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

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

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

- The applicant shall maintain a license to practice medicine in the State of Wisconsin.
- The applicant must be able to direct health care for approximately 100 juveniles at the Detention Center on a daily basis.

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

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

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

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

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

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

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

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

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

- Review of the preliminary health information gathered during the intake screening.
- Additional information needed to complete a standard history and physical examination.

- If condition warrants, routine lab work to be ordered by a medical professional.
- Height, weight, pulse, blood pressure and temperature taken and recorded by Detention Center nursing staff.
- For sexually active males and females, appropriate screening for sexually transmitted diseases as time, personnel and finances allow.

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

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

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

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

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

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

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

- All consent and refusal forms should be included.
- All active records should be kept separate from inactive records.

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

### **Management of Pharmaceuticals**

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

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

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

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

## **EXPECTED OUTCOMES AND INDICATORS**

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

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

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

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

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

### **CONTRACT PROVISIONS**

The successful applicant will be required to comply with all provisions of the Milwaukee County Professional Services Agreement. Interested parties may direct inquiries to: Wilma Fonseca (414) 257-7718, 9 a.m. - 4 p.m., Monday through Friday.

### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

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

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

### **SPECIAL BUDGET REQUIREMENT**

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

- Form 1
- Forms 2, 2A and 2B

A complete budget package, as required for Purchase of Service RFPs, is not required.

### **REIMBURSEMENT**

Providers will be reimbursed on a fee-for-service basis based upon a unit rate to be determined by DCSD. The provider agency must include (as part of their monthly invoice) a summary of service hours and the number of youth who have been served. Monthly reimbursement will be limited to a cumulative 1/12 of the yearly Milwaukee County approved contract allocation. Annual reimbursements may not exceed actual program expenses or the total contract allocation. A program specific (Rate X Unit) Rate Statement must be submitted following the end of each calendar month according to DHHS policy. Tentative maximum 2015 funding is set at \$150,275.

## **CONTRACT DURATION**

This contract will be for calendar year 2015, with the option to extend the contract in each of two subsequent years.

**Delinquency & Court Services Division**

**SECTION 6**

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
PROCEDURES AND LINK TO FORMS**

## Instructions for completing CDBP Forms

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

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

**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 DBE-14, “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 DBE-02, “Subconsultant Information Sheet.” If you have tried unsuccessfully to find a DBE partner agency, complete DBE-01, “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 DBE-16, “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 DBE-018 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/cbdp/ComplianceServices.htm>

**DELINQUENCY & COURT SERVICES**

**SECTION 7**

**APPENDICES**

## **SECTION 7. APPENDICES**

- Department of Audit Hotline Flyer
- Statement of Deviations and Exceptions



**MILWAUKEE COUNTY GOVERNMENT**

**H O T L I N E**

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

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

**A service of the Milwaukee County Comptroller’s Office**

**For Reporting:**

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

**CALLERS NOT REQUIRED TO IDENTIFY THEMSELVES**

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

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

<b>Sheriff’s Department –</b>	
Community Against Pushers (Anonymous Drug Reporting)	414-273-2020
Guns Hotline	414-278-4867

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

<b>City of Milwaukee:</b>	
Fraud Hotline	414-286-3440

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

(7/2/12)

**STATEMENT OF DEVIATIONS AND EXCEPTIONS**

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

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

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date