



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

**DELINQUENCY AND COURT SERVICES DIVISION**

**ECONOMIC SUPPORT DIVISION**

**MANAGEMENT SERVICES DIVISION**

**YEAR 2009**  
**PROFESSIONAL SERVICE AGREEMENT GUIDELINES**  
**PROGRAM AND TECHNICAL REQUIREMENTS**



DEPARTMENT OF HEALTH AND HUMAN SERVICES

# Milwaukee County

July, 2008

To: 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 Service Agreements by submitting applications for management, technical and accounting services under Professional Service Agreements in 2009. Please refer to the Program Requirements contained in the *Year 2009 Professional Service 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 Requirements* and *Technical Requirements*) will only be available in electronic format. CD-ROMs may be picked up beginning **Monday, July 21, 2008** at the Milwaukee County Marcia P. Coggs Human Services Center, Room 109, 1220 West Vliet Street, Milwaukee WI 53205. Materials may also be downloaded from:  
<http://county.milwaukee.org/RFPInformation111327.htm>

Two public meetings (pre-bid 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:

**Monday, July 28, 2008**

**4:00 p.m.**  
**Mill Road Library**  
6431 North 76<sup>th</sup> Street  
Milwaukee, WI 53223

**Wednesday, August 6, 2008**

**4:00 p.m.**  
**Bay View Library**  
2566 South Kinnickinnic Avenue  
Milwaukee, WI 53207

All applications for funding in response to this RFP must be received by the Department of Health and Human Services no later than 4:30 p.m. on **Friday, September 5, 2008**. No extensions will be granted for submission of the proposals unless approved by the Director of the Department of Health and Human Services and the County Board Policy Committee.



**DELINQUENCY AND COURT SERVICES**

**ECONOMIC SUPPORT**

**MANAGEMENT SERVICES**

**INTRODUCTION AND**

**APPLICATION REQUIREMENTS**

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## INTRODUCTION

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Welcome to the Year 2009 Professional Services 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) Economic Support Division, Delinquency and Court Services Division, and Management Services Division. The programs for bid are described in Section I of this booklet.

The APPLICATION FORMAT information is organized into six (6) separate sections, each 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://www.county.milwaukee.gov/RFPInformation111327.htm>

**\*\*NOTE: Sections I, II, III, IV, and V apply to both Delinquency and Court Services and Economic Support Divisions; and Sections II, IV, and VI apply to Management Services.**

***ALL APPLICATIONS FOR DELINQUENCY AND COURT SERVICES AND ECONOMIC SUPPORT WILL BE EVALUATED AS DESCRIBED IN SECTION V, "OVERVIEW OF PROPOSAL REVIEW PROCESS."***

***ALL APPLICATIONS FOR MANAGEMENT SERVICES WILL BE EVALUATED AS DESCRIBED IN SECTION VI, "PROGRAM DESCRIPTIONS/SCOPE OF WORK AND PROPOSAL REVIEW EVALUATION CRITERA."***

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## APPLICATION REQUIREMENTS

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Applications will be accepted only for the programs described in Section I. Applications submitted by an agency become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material submitted is placed in an agency master file that becomes part of the contract with the Milwaukee County Department of Health and Human Services. Application material becomes public information and is subject to the open records law only after the procurement process is completed and a contract is fully executed. Prior to the granting of contract awards and the full execution of a contract, the application is considered a "draft" and is not subject to the open records law.

All applications must be typed using the format and the forms presented in this booklet. All pages are to be numbered chronologically, with each requested item on a separate page. If there is any question about the applicability of a particular item, contact the Technical Requirements contact person (p. 2) affiliated with the Division with which you are applying. In the case an item is determined **not** to be applicable, include a separate page in the appropriate place indicating this is the case and with whom you spoke. If a separate page is **not** included with this information and the item is **not** submitted with the 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.

The application must include a cover letter, signed by the person authorized to file the application by the agency, addressed to the Director of the Department of Health and Human Services. See Item 1 for sample letter. The application must also include the Application Contents Checklist.

Milwaukee County retains the right to reject any and all proposals, to accept the proposal most beneficial to Milwaukee County; or to re-bid or re-advertise for any or all professional services in the RFP.

One original plus **four** copies of the complete application must be submitted on three-hole punched paper.

All applications for funding in response to this RFP must be received by the Department of Health and Human Services no later than 4:30 p.m. on **Friday, September 5, 2008**. No extensions will be granted for submission of the 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  
1220 West Vliet Street Room 109  
Milwaukee, WI 53205**

**Living Wage** Milwaukee County has a goal that all contractors pay a Living Wage of no less than \$8.49 per hour to all full-time skilled and unskilled workers employed in any work performed as part of a Milwaukee County professional services agreement. While not a requirement, payment of a living wage will be one of the criteria upon which applicants shall be evaluated in the review and scoring of proposals.

**Disadvantaged Business Enterprise Utilization** DHHS has set a goal of 17% participation of Disadvantaged Business Enterprises (DBEs) in all Professional Service Contracts. Applicable Milwaukee County DBE forms included with this RFP in Section III 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.**

**Table of Contents**

**RECOMMENDED PROGRAMS AND TENTATIVE ALLOCATIONS**

<b>DELINQUENCY AND COURT SERVICES DIVISION</b>	Page 12
<b>ECONOMIC SUPPORT DIVISION</b>	25
<b>MANAGEMENT SERVICES DIVISION</b>	109

**2009 DCSD Professional Service Agreement RFP Tentative Allocations**  
(Services Open for Competitive Bid)

<b><u>Program #</u></b>	<b><u>Program Name</u></b>	<b><u>Tentative Alloc.*</u></b>	<b><u>Page</u></b>
DCSD 012	Detention Psychiatric Nursing Services	\$152,328	14
DCSD 013	Detention Physician and Medical Services	\$121,428	19

**2009 ESD Professional Service Agreement RFP Tentative Allocations**  
(Services Open for Competitive Bid)

<b><u>Program #</u></b>	<b><u>Program</u></b>	<b><u>Tentative Alloc.*</u></b>	<b><u>Page</u></b>
ESD 002	Child Care Provider Training Professional Business Practices	\$20,000	26
ESD 003	Child Care Provider Training- Health & Safety	\$ 30,000	30
ESD 004	Child Care Program Surveys	\$ 50,000	35

**2009 MSD Professional Service Agreement RFP Tentative Allocations**  
**(Services Open for Competitive Bid)**

<b><u>Program #</u></b>	<b><u>Program</u></b>	<b><u>Tentative Alloc.*</u></b>	<b><u>Page</u></b>
MSD001	Professional Accounting, Auditing And Audit Review Services	\$91,130	110
MSD002	Professional Accounting Services- Medicaid Waiver	\$80,200	122

**\*Final 2009 allocations are contingent on the 2009 adopted budget.**

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

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

Dear Mr. Hoze:

I am familiar with the *"Year 2009 Professional Service Agreement 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 2009 APPLICATION SUMMARY SHEET**

Item 2

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

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

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

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

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

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

Please complete the following information for each 2009 program proposed in your application. Program name, and if applicable, a program number must be assigned to each program. This application must include programs from only one division. In order to apply for programs from more than one division, a separate, complete application must be submitted for each division.

Division: BHD \_\_\_\_\_ DCSD \_\_\_\_\_ DSD \_\_\_\_\_ ESD \_\_\_\_\_ Housing \_\_\_\_\_

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

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

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

2008 Funding: \_\_\_\_\_ 2009 Request: \_\_\_\_\_

Site(s):

(1) \_\_\_\_\_ (3) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_

**B. Program Number:** \_\_\_\_\_ **Program Name:** \_\_\_\_\_

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

2008 Funding: \_\_\_\_\_ 2009 Request: \_\_\_\_\_

Site(s):

(1) \_\_\_\_\_ (3) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_

**C. Program Number:** \_\_\_\_\_ **Program Name:** \_\_\_\_\_

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

2008 Funding: \_\_\_\_\_ 2009 Request: \_\_\_\_\_

Site(s):

(1) \_\_\_\_\_ (3) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_

THIS SHEET MUST BE ATTACHED TO THE TOP OF THE APPLICATION PACKAGE.. PLEASE DUPLICATE AS NEEDED.

**SECTION I**

**PROGRAM DESCRIPTIONS/SCOPE OF WORK**

**FOR**

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

**ECONOMIC SUPPORT DIVISION (ESD)**

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

### **INTRODUCTION AND INSTRUCTIONS**

#### **Professional Services RFP**

The Delinquency and Court Services Division's mission is to promote community safety by efficiently providing youth accountability and developmentally appropriate intervention services. The Division provides intake, probation supervision, intervention, and placement services to youth, and their families, who are the subjects of Milwaukee County delinquency proceedings.

The Delinquency and Court Services Division (DCSD) provides direct services and contracts for specific programs and services that meet the individual needs of juveniles, ages 10 through 16, who enter the Juvenile Court system. The primary goals for these programs and services are: (1) to provide for the community's safety by reducing the risk factors associated with delinquent behavior; (2) to ensure that juveniles are held accountable for their behaviors and court expectations; and (3) to build systems and programs that cultivate life skills and personal responsibilities within our youth. In meeting these goals we create the opportunity for every youth to become a healthy and contributing member of the community.

Services that are purchased by the Delinquency and Court Services Division are allocated to match the priorities of our service area and to manage 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 range from detention-related services to community-based alternatives that can 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 and their families.

**Special Instruction:** The following service elements should be addressed within the Program section of your application.

#### **Services and Processes:**

List and define the service activities, purpose of the activity, and the anticipated size, structure, and schedule of the activity.

Describe the sequence of service-related activities as is applicable. Indicate the length of time in each phase of the activity.

Important Note Regarding Program Evaluations:

**For agencies under contract in 2009, Delinquency and Court Services Division requires a single annual process evaluation report for the period July 1, 2008 – June 30, 2009. The report is due August 1, 2009.**

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

David Emerson, Contract Services Coordinator  
Milwaukee County Children's Court Center  
10201 Watertown Plank Road  
Wauwatosa, WI 53226

Funding Note for 2009:

As in recent years, the uncertainties of funding for 2009 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. Inquiries should be made to Michelle Naples at telephone (414) 257-5725 or email [michelle.naples@milwcnty.com](mailto:michelle.naples@milwcnty.com)

The following list includes the programs for which DCSD is issuing a Professional Services Request For Proposal (RFP) for contract year 2009. 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 2009 DHHS Request for Proposal*.

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

**Recommended Programs**

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

## **DETENTION PSYCHIATRIC NURSING SERVICES** **Program DCSD 012**

### **INTRODUCTION**

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 2007, there were 3,400 admissions into secure detention in Milwaukee County. The average length of stay was 10.9 days per admission. However, the average length of stay for juveniles held beyond the initial detention hearing was 16.8 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 2007, 4,522 contacts occurred with juveniles by the contract agency, including actual screening and follow-up sessions for mental health services.

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 2007 population average at the Detention Center was 104 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 (2007 statistics: 84% males, 16% 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.

## **Expected Outcomes**

**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.

## **DESCRIPTION OF PROFESSIONAL SERVICES REQUIRED**

The services required shall include:

- A. **Admission Screening:** Prior to admission into the Detention Center, custody intake staff, to determine if there are any mental health issues that need immediate attention, will complete a mental health screen. Based on availability, the vendor will provide consultation to determine the appropriateness for admission.
- B. **Mental Health Screening:** A mental health screening of each juvenile by a mental health professional needs to be completed within 24 hours of admission into the Detention Center (except on designated Milwaukee County holidays). Juveniles who are expected to stay in the Detention Center for less than 24 hours will be exempt from any formal mental health screening unless it is warranted. Because in 2007 there were 3,400 admissions into secure detention, an average of approximately 10 screens performed daily would be anticipated.
- C. **Suicide Prevention Program:** A psychiatric nurse will assess suicide potential at initial screening and during the juvenile's stay at the Detention Center. In order

to provide proper intake screening for suicide prevention the psychiatric nurse will be contacted by the intake staff or detention staff if a juvenile displays or verbalizes suicidal behavior. The nurse will assess suicide risk, develop procedures for suicide precautions, monitor suicidal juveniles, train other detention personnel in suicide identification and prevention, refer to MD, maintain accurate documentation of observations and interventions and follow the policies and procedures of the Milwaukee County Detention Center.

- D. **Crisis Intervention**: Juveniles may appear to be psychologically stable upon intake, and later experience a psychiatric episode within the Detention Center. To meet the needs of juveniles in crisis, the psychiatric nurse will stabilize juveniles, provide psychological and counseling services and contact outside resources or family members. In addition the psychiatric nurse will explain to detention staff how to handle problematic juveniles, document the episode and communicate the resolution and treatment recommendations to other detention staff. The psychiatric nurse will make appropriate referrals to outside agencies including Behavioral Health Division (BHD) and will teach crisis prevention skills to juveniles who display poor impulse control and symptoms of depression.
- E. **Chemical Dependency**: Psychiatric nursing staff will coordinate with DCSD staff to connect juveniles who need AODA services with the DCSD AODA program. That program provides linkages to ongoing community-based services. The psychiatric nurse will design individual treatment programs and refer juveniles to related services upon release.
- F. **Psychological Therapy, Group and Individual**: Psychiatric nursing staff are to provide psycho-educational services related to anger management, impulse control, sex offender education and criminal thought patterns to juveniles housed in Detention. The psychiatric nurse will provide individual counseling and referrals to juveniles upon request. The contract agency will develop specific working agreements with community agencies interested in sustaining relationships with juveniles after placement outside of the Detention Center.
- G. **Training**: Psychiatric nurses will train Detention and Custody Intake staff to recognize symptoms of mental illness and how to deal with these problems. Based on availability, the vendor will provide appropriate mental health training for other DCSD staff.
- H. **Psychotropic Medication Management**: Psychiatric nurses will aid in the distribution of psychotropic medications (with the consent of the in-house doctor) and with keeping a log of the times and amounts of medication distributed.
- 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.

### **TIME FRAME OF CONTRACT**

It is expected that the agency under contract to provide Detention Psychiatric Nursing Services will begin on or about January 1, 2009 and end on December 31, 2009. If agreed to by both parties, this contract may be extended for up to two years.

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.

### **CONTRACT PROVISIONS**

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

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

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

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

### **Special Budget Requirement**

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

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

The complete budget package, as identified in the Application Contents of this RFP, 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 2009 Milwaukee County approved contract allocation. Annual reimbursements may not exceed actual program expenses or the total contract allocation. A program specific (Rate X Unit) Rate Statement must be submitted following the end of each calendar month according to DHHS policy.

### **Contract Duration**

This contract will be for calendar year 2009, with the option to extend the contract in each of the two subsequent years.

## **DETENTION PHYSICIAN AND MEDICAL SERVICES** **Program DCSD 013**

### **INTRODUCTION**

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 2009.

### **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 2007, there were 3,400 admissions into secure detention in Milwaukee County. In 2007 the average length of stay was 10.9 days per admission. However, the average length of stay for juveniles held beyond the initial detention hearing was 16.8 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**

The Detention Center's capacity is 120. However, the population can, at times, exceed the rated capacity. The 2007 population average at the Detention Center was 104 with Mondays being the busiest day. New admissions can include 25 to 35 over the weekend. Youths in the center include males and females (2007 statistics: 84% males, 16% females) from ages 10 to 17, although younger youths are occasionally admitted. Many of these youths have been in numerous placements or are 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.

### **Expected Outcomes**

**Outcome 1:** 100% 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.

### **DESCRIPTION OF PROFESSIONAL SERVICES REQUIRED**

**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.**

**Program Description:** 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 by the Physician.

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: A medical review of clinical history and a physical examination of all juveniles (except juveniles transferred from Ethan Allen School who stay less than 24 hours) must be completed by a licensed health care professional within 24 hours of admission, except on Saturdays, Sundays and holidays recognized by Milwaukee County Government. 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 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 physician, the dentist, or to the appropriate mental health professional. If the physician determines that the juvenile's condition requires specialized treatment or medical resources beyond those 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, the physician will use county grounds hospitals and the Behavioral Health Division (BHD) in accordance with County policy or various 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 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.
- Only a physician may order medications. 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, the contract agency shall be responsible for making contact with the juvenile's family (parent, guardian, foster parent or custodian) or placement facility to ensure that the recommended medical services are known, documented and scheduled as needed.

**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.

## **CONTRACT PROVISIONS**

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

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

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

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

### **Special Budget Requirement**

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

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

The complete budget package, as identified in the Application Contents of this RFP, 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 2009 Milwaukee County approved contract allocation. Annual reimbursements may not exceed actual program expenses or the total contract allocation. A program specific (Rate X Unit) Rate Statement must be submitted following the end of each calendar month according to DHHS policy.

### **Contract Duration**

This contract will be for calendar year 2009, with the option to extend the contract in each of the two subsequent years.

**2009 ESD Professional Service Agreement RFP Tentative Allocations  
(Programs Open for Competitive Bid)**

**Program #   Program**

ESD 002      Child Care Provider Training-Professional Business Practices

ESD 003      Child Care Provider Training-Health & Safety

ESD 004      Child Care Program Surveys

**PROGRAM# ESD-002**

**Milwaukee County Childcare Provider Training – Professional Business Practices**

**TENTATIVE BUDGET:** \$20,000

**TARGET GROUP:**

Certified and Licensed Early Childhood Professionals who provide child care services within Milwaukee County.

**PROGRAM GOALS:**

- Provide attendance and recordkeeping workshops, which are mandated by Milwaukee County for **all** certified childcare providers.
- Provide contracts/policy, marketing, personnel, and communication workshops to aid in professional development and establish sound business practices.
- Provide other workshops relative to this profession. See Service Description below.

**GENERAL INFORMATION:**

On the average, there are 150 newly certified childcare providers and an even larger number of newly licensed childcare providers in Milwaukee County over the course of a given year.

In the majority of cases, these Early Childhood Professionals are new entrepreneurs and while they may have experience in the care of children, they are lacking in the areas of sound business practice, policy, and procedure. These areas need to be addressed in order to promote successful business ventures.

**SERVICE DESCRIPTION:**

The program year will begin on January 1, 2009 and end on December 31, 2009. The vendor will be responsible for the development and presentation of trainings, workshops, and /or in-services in the areas of:

## 1. Recordkeeping

- Conduct a minimum of 2 (two) workshops of 2 hours in length per month in English. As this class is mandated for all certified childcare professionals, names will be furnished by Milwaukee County. Topics should include, but are not limited to:
  - Documentation of children and employee attendance.
  - Keeping track of income and expenses.
  - Basic tax information
- Workshops are to be held at both North and South side locations, to be approved by Milwaukee County.
- A minimum of one workshop per quarter must be available in Hmong and a minimum of one workshop per quarter must be available in Spanish. (This requirement is to be fulfilled based on need, to be determined by Milwaukee County. Additional workshops in these languages may be required. If this is necessary it will constitute one of the “other” classes listed below. )

## 2. Other

- Conduct a minimum of 4 (four) workshops (one every quarter) of 2 hours in length on other topics relative to the early childhood profession. Suggestions for topics include, but need not be limited to:
  - Marketing (basic marketing concepts and principles, how to market a daycare business, best practices for available budget)
  - Contracts and Policies (key elements of a contract, how to write a contract for both parents and employees, establishing business relationships with parents and the community, how to resolve conflicts and enforce contracts, how to develop a rate policy)
  - Personnel Practices (how to develop job descriptions, how to recruit and hire employees, supervision, employee evaluation, personnel policies)
  - Communication (keeping parents informed, how to communicate with employees, networking with other providers and community partners)

### Vendor must:

1. Provide outlines of all trainings to appropriate Milwaukee County personnel along with a description of how the class will be marketed to daycare providers **before** trainings are scheduled.
2. Provide the facility for training, workshop and/or in-service participants
3. Track provider participation in trainings, in-services and/or workshops
4. Market and schedule classes

5. Provide trainings during hours that are accessible to most childcare providers (i.e. nights and Saturdays).
6. Provide certificates of completion to attendees and report training hours to the Registry. The vendor must collect necessary fees for Registry reporting from program participants.
7. Develop a customer satisfaction survey to be distributed to all workshop participants. A copy of the survey instrument is to be included with the proposal.
8. Training materials developed under the contract are the property of Milwaukee County.

### **STAFFING REQUIREMENTS:**

- Workshop presenters must have a minimum of a 2-year degree in early childhood education or business. A 4-year B.A. or B.S. degree is preferred.
- Childcare provider applicants in a staff position or applying as vendors on their own must be in compliance with licensing and/or DWD requirements, and must pass a quality of care providers review conducted by appropriate Milwaukee County staff.
- Extensive knowledge of certified, licensed family, and licensed group childcare rules and regulations in Wisconsin.
- Experience working in a childcare environment
- Successful experience in working with culturally diverse populations
- Ability to serve providers who speak the Hmong and Spanish languages
- Possession of a valid WI Driver's License
- Must be able to communicate effectively with all levels of early childhood professionals, other organizations related to the field, and Milwaukee County.

### **REPORTING REQUIREMENTS:**

Vendor will provide a monthly activity report, due the 7<sup>th</sup> of each month. Each monthly report must include the following:

- Information on all workshops held during the month to include: topic of workshop, service date, location, name of presenter, number attending
- Attendance roster for each workshop using an excel spreadsheet to include: provider's last name, first name, address, and provider number. If the provider is from a group center, the last 5 digits of social security number are required for identification purposes or a birth date including the year.
- Sign-in sheets verifying provider's attendance in classes held during the month.
- Results of satisfaction surveys for each training

Report information to The Registry regarding provider's training hours and forward the fees to The Registry collected for recording participant information.

Vendor will provide a final report, due the 15<sup>th</sup> of January 2010. The final report will contain the following information summarized from the monthly reports:

- The schedule of workshops offered, the topic and a brief description of each workshop
- The total number of participants for the year by training topic
- A summary of program evaluation data from the satisfaction surveys completed for each workshop
- Program suggestions, concerns, and ideas for improvement for future classes.

Submit ten (10) copies of the final report.

Vendor will cooperate with any other special reports and/or evaluation activities as requested by Milwaukee County.

**PAYMENT METHOD:**

Cost reimbursement of actual expenses incurred based on the vendors budget approved by DHHS.

Vendor will provide a monthly billing due the 7<sup>th</sup> of each month indicating the total number of classes held, all related expenses for the month and the total amount due.

**PERFORMANCE STANDARDS:**

- Vendor will meet with Milwaukee County staff as needed to discuss program and performance standards.
- Vendor will participate in quarterly review of contract accomplishments with Milwaukee County
- All reporting is accomplished on a consistent and timely basis.
- Vendor must conduct 36 workshops (3 per month) and train between 10 and 30 providers per workshop for an annual total between 360 and 1080 providers. Workshops are to be two hours in length.
- Vendor must achieve an overall satisfaction rating of 90% or higher in satisfaction surveys.
- Vendor will cooperate with any special reports, training and/or evaluation activities as required by Milwaukee County.

**Program# ESD-003**

**Milwaukee County Childcare Provider Training – Health and Safety**

**TENTATIVE BUDGET:** \$30,000

**TARGET GROUP:**

Certified Family, Licensed Family, and Licensed Group Childcare Providers living and working in Milwaukee County.

**PROGRAM GOALS:**

- Provide health and safety workshops to raise the level of childcare provider awareness of what constitutes quality in health and safety for children in childcare, and to improve childcare providers' implementation of evidence-based practices regarding the health, safety and well being of children in Milwaukee County.
- Provide child development workshops to aid in the development of age appropriate practices in caring for children in Milwaukee County childcare centers.

**GENERAL INFORMATION:**

Over the last several years, Milwaukee County DHHS has partnered with a variety of agencies in assessing the quality of both licensed and certified childcare providers in our area. Data has shown that providers continually score in the "inadequate" range in the areas of Health and Safety. This proposal is an effort to address and eradicate this unacceptable level of care.

**SERVICE DESCRIPTION:**

The program year will begin on January 1, 2009 and end on December 31, 2009. The vendor will be responsible for the development and presentation of 3 (three) 2-hour trainings, workshops, and/or in-services per month in the areas such as:

- Proper hygiene practices for providers and children:
  - When should I wash my hands and the children's hands?
  - What is the proper technique for hand washing?
  - Proper diapering and toileting of children
  - How do I avoid contaminating surfaces during diapering?

- Field trip hygiene practices
- Etc.
- Sanitation practices within the child care environment outdoors and on field trips.
  - What are the proper use of chemicals, such as Lysol and bleach solution; when should I use them and why?
  - What are the differences between sanitizing and disinfecting an area?
  - What is an appropriate schedule for cleaning and sanitizing or disinfecting equipment and surfaces in the environment?
  - What does “clean” mean in a childcare environment?
  - Food preparation areas and food storage.
  - etc.
- Safe storage of potentially dangerous materials and supplies.
  - Identify potentially dangerous materials and supplies
  - Strategize and develop methods for storage that can be incorporated safely into the home or center environment.
  - Etc.
- Safe transportation of children
  - Proper child restraints for safe travel.
  - Car, van or bus service and safety inspections
  - Proper documentation to take on a field trip or in transporting
  - Emergency and first aid equipment to take on a field trip or for transporting
  - Importance of proper supervision on a field trip and in transporting
  - Etc.
- Equipment Safety in the family and group childcare environment.
  - Current and past recall list for childcare equipment.
  - What to look for when shopping in store, catalogs and at rummage sales
  - When is it time to replace toys, cabinets, chairs and shelves?
  - What toys are not recommended for use in childcare homes and centers?
  - How to arrange and secure heavy shelving and unsafe furniture in the childcare environment.
  - Etc.
- Proper Nutrition and Healthy Eating Habits
  - Infant food schedules and food preparation
  - Developing a balanced meal plan and providing proper nutrition specific to the different age groups.
  - The importance of hydration in a child’s diet.
  - Menu planning using the federal food guidelines
  - Making food/beverage substitutions for children with allergies and proper posting of allergies.
  - Etc.
- Importance of physical exercise for children
  - How often should you take children outside?
  - Should infants go outside and why?
  - The health effects of limited outdoor activity.
  - Curriculum planning for the outside

- Planning a safe outside environment using guidelines from the Environmental Rating Scales.
- Signs to look for in relation to hearing and vision problems, and how they relate to difficulty in learning, language development and socialization. Part of the workshop, training or in-service should address how to work with parents in regard to these issues and how to constructively bring potential problems to their attention. Provide service network information for providers to use and share with parents.
- Shaken Baby Syndrome – (State of WI certified trainer only)
- Other topics as requested by Milwaukee County

Curriculum materials from courses taught through the Milwaukee County Childcare program in previous years are available.

**VENDOR REQUIREMENTS:**

1. Provide outlines of all trainings to appropriate Milwaukee County personnel along with a description of how the class will be marketed to daycare providers **before** trainings are scheduled.
2. Provide the facility for training, workshop and/or in-service participants.
3. Track provider participation in trainings, in-services and workshops
4. Market and schedule classes.
5. Provide trainings during hours that are accessible to most childcare providers (i.e. nights and Saturdays).
6. Provide certificates of completion to attendees and report training hours to the Registry. Necessary fees for Registry reporting must be collected by the vendor from program participants and forwarded to the Registry along with training records.
7. Develop a customer satisfaction survey to be distributed to all workshop participants. A copy of the survey instrument is to be included with the proposal.
8. Training materials developed under the contract are the property of Milwaukee County.
9. Milwaukee County must approve all workshop schedules.

## **STAFF REQUIREMENTS:**

- Must have at minimum a 2-year degree in early childhood education or a 4-year B.A. or B.S. degree. Masters degree and/or experience in the health field preferred for instructors in health related topics.
- Childcare provider applicants in a staff position or applying as vendors on their own must be in compliance with licensing and/or DWD requirements, and must pass a quality of care providers review conducted by appropriate Milwaukee County staff.
- Extensive knowledge of certified, licensed family, and licensed group childcare rules and regulations in Wisconsin.
- Experience working in a childcare environment.
- Successful experience in working with culturally diverse populations.
- Ability to serve providers who speak the Hmong and Spanish languages.
- Possession of valid Wisconsin driver's license.
- Must be able to communicate effectively with all levels of early childhood professionals, other organizations related to the field, and Milwaukee County.

## **REPORTING REQUIREMENTS:**

Vendor will provide a monthly activity report, due the 7<sup>th</sup> of each month. Each monthly report must include the following:

- Information on all workshops held during the month to include: topic of workshop, service date, location, name of presenter, number attending
- Attendance roster for each workshop using an excel spreadsheet to include: provider's last name, first name, address, and provider number. If the provider is from a group center, the last 5 digits of social security number are required for identification purposes or a birth date including the year.
- Sign-in sheets verifying provider's attendance in classes held during the month.
- Results of satisfaction surveys for each training

Vendor will report information to The Registry regarding provider's training hours.

Vendor will provide a final report, due the 15<sup>th</sup> of January 2010. The final report will contain the following information summarized from the monthly reports:

- The schedule of workshops offered, the topic and a brief description of each workshop
- The total number of participants for the year by training topic.
- A summary of program evaluation data from the satisfaction surveys completed for each workshop.
- Program suggestions, concerns, and ideas for improvement for future classes.

Submit ten (10) copies of the final report.

Vendor will cooperate with any other special reports and/or evaluation activities as requested by Milwaukee County.

**PAYMENT METHOD:**

Cost reimbursement of actual expenses incurred based on the vendors budget approved by DHHS.

**PERFORMANCE STANDARDS:**

- Vendor will meet with Milwaukee County staff as needed to discuss program and performance standards.
- Vendor will participate in a quarterly review of contract accomplishments with Milwaukee County.
- All reporting is accomplished on a consistent and timely basis.
- Vendor must conduct 36 workshops (3 per month) and train between 10 and 30 providers per workshop for an annual total between 360 and 1080 providers. Workshops are to be two hours in length.
- Vendor must achieve an overall satisfaction rating of 90% or higher in satisfaction surveys.
- Vendor will cooperate with any special reports, training and/or evaluation activities as required by Milwaukee County.

**Program# ESD-004**

**Milwaukee County Childcare Program Surveys**

**TENTATIVE BUDGET:** \$50,000

**TARGET GROUP:**

Certified family, licensed family, and licensed group childcare providers and families living and working in Milwaukee County

**PROGRAM GOALS:**

- Complete a rate survey of Milwaukee County licensed family and licensed group child care providers
- Complete a customer service survey of Milwaukee County parents who are eligible and using Wisconsin Share Child Care Subsidy Program.

**GENERAL INFORMATION:**

**Rate Survey:** The annual rate survey is required by federal regulations and state administrative rule and is used to establish a level of maximum reimbursement rates for the Wisconsin Shares Child Care Subsidy Program. Each year Milwaukee County surveys all licensed providers to collect childcare prices and related information. The goal of this survey is to establish the most accurate market rates to be used to reimburse day care costs for low to moderate income families. The price information is made available to the state to calculate annual Maximum Reimbursement Rates for the Wisconsin Share Subsidy Program as required by DWD 56.06 of the Wisconsin Administrative Code. This allows the state to establish a rate that is fair and competitive so that assistance can be provided to as many families as possible. The survey instrument and methodology is provided by DWD during the summer of each year and the survey is conducted in the fall. The rate is calculated by age group and childcare provider classification (licensed group, licensed family, regularly certified and provisionally certified)

**Customer Service Survey:** The contract between Milwaukee County and the Department of Workforce Development requires that an annual customer service survey be conducted of parents using the Wisconsin Shares Child Care Subsidy Program. During January of each year Milwaukee County is required to submit a plan to DWD of how they plan to complete the customer service survey. A survey instrument currently exists and it is anticipated that this instrument and the survey methodology used in 2008 will be used in 2009, although slight modifications are possible. The survey work must

begin and be completed according to state timelines (usually beginning in March of each year).

### **SERVICE DESCRIPTION:**

#### **Rate Survey**

1. Oversee data collection
2. Remove vendors from state data that are not to be part of survey (i.e. out of state address or telephone number, etc.). The names, addresses and telephone numbers of all providers that are removed will be provided to Milwaukee County, along with the reason for their removal.
3. A set of mailing labels for all licensed family and group providers in Milwaukee County will be provided. An excel spreadsheet including all licensed family and group providers in Milwaukee County will be provided.
4. Integrate state data with PC application
5. Prepare rate survey forms provided by the state with Milwaukee County input
6. Mail rate survey and make phone contacts as necessary
7. A separate survey must be sent to all active sites for large multiple site providers.
8. Check integrity of rate data and perform data clean up as necessary
9. Review and analyze survey data
10. Complete required state rate form
11. Organize information from survey for purposes of multiple reports
12. Write rate report
13. Prepare rate reports and distribute to approved lists
14. Attend informational and monitoring meeting with Milwaukee County as required
15. Provide rapid response to data requests from county and/or state administrators

#### **Customer Service Survey**

1. Oversee data collection
2. Remove parents/guardians from state data that are not to be part of survey (i.e. out of state address or telephone number, etc.). The names, addresses and telephone numbers of all providers that are removed will be provided to Milwaukee County, along with the reason for their removal.
3. Randomly select survey sample from population of names provided
4. Integrate data with PC application
5. Prepare customer service survey forms provided by Milwaukee County
6. Conduct customer service telephone survey using survey sample
7. Check integrity of data and perform data clean up as necessary
8. Review and analyze survey data
9. Organize information from survey for purposes of multiple reports
10. Write customer service report
11. Prepare customer service reports and distribute to approved lists
12. Attend informational and monitoring meeting with Milwaukee County as required
13. Provide rapid response to data requests from county and/or state administrators

**STAFF REQUIREMENTS:**

- Must have a minimum of a Masters Degree
- Experience in conducting research
- Knowledge of research methodology and practices affecting research validity and reliability
- Knowledge and expertise in data analysis
- Knowledge and expertise in the preparation of research reports

**REPORTING REQUIREMENTS:**

- During the time period in which data is being collected, analyzed and reports prepared, the vendor will submit a monthly report to Milwaukee County identifying the status of the research
- The vendor will complete all state requirements for the research and prepare all reports as required by the state. This work will be submitted to Milwaukee County and upon approval; Milwaukee County will submit the report(s) to the state.
- Vendor will make changes to report drafts as requested by Milwaukee County
- At the conclusion of the research, the vendor will submit a brief report to Milwaukee County identifying strengths and weaknesses of the process and providing suggestions for improvements in subsequent annual surveys

**PAYMENT METHOD:**

Cost reimbursement of actual expenses incurred based on the vendor's budget as approved by DHHS.

**PERFORMANCE STANDARDS:**

- Surveys will be conducted according to county and/or state guidelines, using instruments and methodologies provided.
- An 80% return rate is required. If this goal is not met, the vendor must explain the reason for the low return rate and obtain the approval of Milwaukee County for acceptance of the lower rate.
- All reports are completed on a timely basis according to state and/or County specifications

**SECTION II**

**AGENCY APPLICATION**

**FOR**

**DELINQUENCY AND COURT SERVICES**

**ECONOMIC SUPPORT**

**MANAGEMENT SERVICES**

## APPLICATION CONTENTS – I. INITIAL SUBMISSION

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

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

### **INTRODUCTION**

1	Cover Letter		
2	Application Summary Sheet		

### **SECTION 1 – PROGRAM DESCRIPTIONS/SCOPE OF WORK – DCSD & ESD**

### **SECTION 2 – AGENCY APPLICATION – To be completed for ALL proposals:**

#### **DCSD, ESD, MSD**

	Application Contents		
3	Authorization To File		
8	Mission Statement		
10	Licenses and Certificates		
11	Indemnity, Data And Information, and HIPAA Compliance Statement		
13	Disclosure		
14	Conflict Of Interest & Prohibited Practices Certification		
15	Equal Employment Opportunity Certificate		
16	Equal Opportunity Policy		
17	Certification Statement Regarding Debarment And Suspension		
18	Additional Disclosures		
19	Certification Regarding Compliance With Background Checks – Children & Youth		
20	Certification Regarding Compliance With Background Checks - Caregiver		

### **SECTION 3 – PROGRAM APPLICATION – DCSD, ESD**

26	Agency Employee Hours and Salaries (Forms 2 and 2A)		
27	Employee Demographics Summary		
28	Employee Hours-Related Organization Disclosure (Form 2C)		
30	Program Organizational Chart		
31a	Program Logic Model		
31b	Program Narrative		
31c	Performance Assessment For Agency		
31d	Performance Assessment For Agency Leadership		
32	Provider Application Site Information		

33	Staffing Pattern		
34	Staffing Requirements		
35	Personnel Roster/Certification of Provider Credentials		
36	Accessibility		
37	Evaluation Plan		
38	Client Characteristics Chart		
39	Program Volume Data (Form 1)		
40	Anticipated Program Expenses (Forms 3 and 3S)		

**SECTION 4 – DISADVANTAGED BUSINESS UTILIZATION – DCSD, EDS, MSD**

42	DBE Forms		
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**SECTION 5 – NO SUBMISSIONS REQUIRED**

**OVERVIEW OF PROPOSAL REVIEW PROCESS, PROPOSAL REVIEW EVALUATION CRITERIA, QUALITY ASSURANCE, REQUIRED REPORTS – DCSD, ESD**

Overview Of Proposal Process
Proposal Review Evaluation Criteria
Quality Assurance
<b>SECTION 6 – PROGRAM DESCRIPTIONS/SCOPE OF WORK PROPOSAL REVIEW CRITERIA – <u>MSD ONLY</u></b>

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

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

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

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

## II. FINAL SUBMISSION

After completion of the application review and upon receiving notice of a contract award, funded agencies, are required to submit the following application items:

Item #	Item Description
12	Insurance Certificate – to be submitted for ALL contracts
22	Civil Rights Compliance Plan Or Letter Of Assurance – to be submitted for ALL contracts
26	Agency Employee Hours And Salaries (Forms 2 and 2A) – DCSD & ESD Only
27	Employee Demographics Summary (Form 2B) – DCSD & ESD Only
39	Program Volume Data (Form 1) – DCSD & ESD Only
40	Anticipated Program Expenses (Forms 3 and 3S) – DCSD & ESD Only

Final submissions are due by 4:30 p.m., December 12, 2008 and must be mailed or delivered to:

Milwaukee County DHHS  
Contract Administration  
1220 West Vliet Street, Suite 109  
Milwaukee WI 53205

## III. CIVIL RIGHTS COMPLIANCE PLAN OR LETTER OF ASSURANCE

All applicants who are awarded contracts must complete and submit Item 22, Civil Rights Compliance Plan (CRCP), within 120 days of effective date of contract. The effective date of contracts, unless indicated otherwise, will be January 1<sup>st</sup>, 2009, making CRCPs due no later than 4:30 p.m. on April 30<sup>th</sup>, 2009.

**YEAR 2009 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 2009 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 2009 Purchase of Service Contract(s).

Name: \_\_\_\_\_  
(Signature of the Secretary of

the Board of Directors) Date: \_\_\_\_\_

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

**YEAR 2009 MISSION STATEMENT**

*ITEM # 8*

Agency \_\_\_\_\_

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

Submit your agency's Mission Statement:

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

**YEAR 2009 INDEMNITY, DATA & INFORMATION  
SYSTEMS COMPLIANCE, HIPAA**

**Indemnity/Insurance**

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

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

**Provision for Data and Information Systems Compliance**

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

**Health Insurance Portability and Accountability Act**

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

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

Agency \_\_\_\_\_

## INSURANCE

ITEM #12

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

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the Agreement, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee's vehicle in the same amount as required of the Contractor.

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

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

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

**Professional Liability**

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

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

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

Exceptions of compliance with “additional insured” endorsement are:

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

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

CERTIFICATE HOLDER

Milwaukee County Department of Health and Human Services  
Contract Administrator  
1220 W. Vliet Street, Suite 109  
Milwaukee, WI 53205

- H. 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.

- I. Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance required.
- J. 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.
- K. 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 2009 DISCLOSURE**  
**Milwaukee County Employee**

Item 13

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 2006, 2007, 2008 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2006 Wages	2007 Wages	2008 Wages

**Related Party Relationships**

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 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

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, officer, owner, employee or member of any of the aforementioned immediate family serve on the Board of Directors of subsidiaries and/or affiliates of the agency or any other firm from which materials or services are purchased by the agency.

Name	Relationship	% or Estimated Income

**\_\_\_ No employment relationship with Milwaukee County employees and no related party relationship, as defined above, exists.**

\_\_\_The agency does not rent from or contract with any 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. **If such a relationship exists, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.**

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

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

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

**YEAR 2009 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES**

ITEM #14

**Interest in Contract**

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

**Interest of Other Public Officials**

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

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

**Prohibited Practices**

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

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

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

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

Agency \_\_\_\_\_

YEAR 2009 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE  
FOR MILWAUKEE COUNTY CONTRACTS

Item 15

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

**Non-Discrimination**

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

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

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

**Affirmative Action Program**

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

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

**Non-Segregated Facilities**

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

**Subcontractors**

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

**Reporting Requirement**

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

**Affirmative Action Plan**

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: -Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

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) 278-4246].

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

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

**Employees**

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

**Compliance**

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

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

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

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

**YEAR 2009 EQUAL OPPORTUNITY POLICY**

ITEM # 16

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

**EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS**

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

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

**SERVICE DELIVERY - CIVIL RIGHTS**

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

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

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

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

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

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

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

**Certification Regarding Debarment and Suspension**

**CERTIFICATION STATEMENT**

**DEBARMENT AND SUSPENSION**

The contractor certifies to the best of its knowledge and belief, that it and its principals: (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 contract had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Agency \_\_\_\_\_

**ADDITIONAL DISCLOSURES**

*Item 18*

1. Has your company 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 company or any representative, owner, partner or officer (collectively "your company") ever been a party to any court or administrative proceedings where the violation of any local, state or federal statute, ordinance rule or regulation by your Company was alleged?

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

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

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

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

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

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

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

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

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

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

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

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

Applicant 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 application, 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 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**

Item 20

**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 HFS 12 and HFS 13, 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 HFS 12 and HFS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program*

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

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

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

Civil Rights Compliance Plan - Consistent with the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development and the Department of Health and Family Services, all applicants who are awarded contracts must complete and submit a Civil Rights Compliance Plan (CRCP), within 120 days of effective date of contract. The effective date of contracts, unless indicated otherwise, will be January 1<sup>st</sup>, 2009, making CRCPs due no later than 4:30 p.m. on April 30<sup>th</sup>, 2009. This is mandatory for all agencies that meet the criteria listed below. If Contractor has submitted the CRCP to the State as well, the State letter indicating approval of the Plan should be included in the Milwaukee County submission, and will be accepted in lieu of the CRCP plan itself.

**Entire Civil Rights Compliance Plan**

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

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

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

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

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

Completion forms, instructions, sample policies and plans are posted on the State website at: [http://dwd.wisconsin.gov/dfs/civil\\_rights/default.htm](http://dwd.wisconsin.gov/dfs/civil_rights/default.htm)  
[www.dwd.state.wi.us/dws/civil\\_rights/cr0406/documents/cr\\_plan\\_%2004\\_profit\\_nonp.doc](http://www.dwd.state.wi.us/dws/civil_rights/cr0406/documents/cr_plan_%2004_profit_nonp.doc)

**SECTION III  
PROGRAM APPLICATION**

**FOR**

**DELINQUENCY AND COURT SERVICES**

**ECONOMIC SUPPORT**

## **COMPLETE SECTION 3 FOR EACH PROGRAM OF DCSD AND ESD ONLY**

A separate SECTION 3, PROGRAM DESIGN, must be completed **for each program** for which an agency is requesting funds. Agencies are required to submit a separate program design section for each program, **not for each site**. If the agency offers the program at more than one site, Items 33, 34, 37, and 40 must be submitted **for each site**.

**NOTE:** Forms 1, 2, 2A, 3, and 3S, are linked with one another (as applicable) and are located at: <http://www.county.milwaukee.gov/RFPIInformation111327.htm>

**Form 3** – Anticipated Program Expenses. Prepare an individual Form 3 for each DHHS program you are applying for, regardless of which Division.

**Link to forms for download and manual completion:**

<http://www.county.milwaukee.gov/RFPIInformation111327.htm>

## FORMS 2, 2A - AGENCY EMPLOYEE HOURS AND SALARIES

### FORMS 2, 2A – INSTRUCTIONS FOR MANUAL COMPLETION OF FORMS

Use Form 2A only if an agency has fourteen (14) or fewer employees. For agencies with more than fourteen (14) employees, use multiple copies of Form 2 with Form 2A as the final page.

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

Enter the title of each position with any portion of its time directly allocated to a Behavioral Health, Disabilities Services, Delinquency and Court Services, and/or Economic Support program. **There should be one entry per employee.**

Do not include information for Control Account Number 9200, Administrative Costs (Indirect Costs). If a position is vacant, list the title of the position and "vacant" under it.

#### **Column 2 - Code**

Refer to Form 3S (Anticipated Program Expenses Supplementary Sheet), Control Account No. 7000 and use the same number as the last digit of the Sub-Account Number which corresponds to the Account Description of salaries. (Example: 1 for Executive Salaries, 2 for Professional Salaries, 3 for Clerical Staff Salaries, 4 for Technical Salaries, 5 for Maintenance Employee's Wages, 6 for Temporary Clerical Help, 7 for Student Stipends, and 8 for Other Staff Salaries . If an employee is included in more than one sub-account, use the primary sub-account number.)

#### **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 and Family Services and have been negotiated between the DHHS Affirmative Action/Civil Rights Compliance Office and the various Federal Offices of Civil Rights.

Value Definitions are:

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

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

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

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

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

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

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

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

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

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

**Columns 5 through 9**

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

After all salaries are listed on Forms 2 and 2A, subtotal each column on Form 2/2A and calculate the percentage of fringe benefits and add to the subtotal. The column subtotals are carried forward to Form 3, 7000 salaries and 7100 Employee Health and Retirement Benefits, and Form 3S by Sub-Account, using Column 2 to determine the Sub-Account breakdown. If you have more programs than will fit on a page, use a separate sheet for each disability/target group.



**FORM 2C - YEAR 2009 EMPLOYEE HOURS - RELATED ORGANIZATION DISCLOSURE** *Item 28*

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:

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 \_\_\_\_\_

Print: \_\_\_\_\_

Agency \_\_\_\_\_

## **PROGRAM ORGANIZATIONAL CHART**

*Item 30*

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

## **PROGRAM LOGIC MODEL**

*Item31a*

Use single words or short phrases to describe the following:

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

**Processes/Program Activities**-List the services to be delivered, to include any required program content as described in the Program Requirements.

**Outputs**-List the volume of processes/program activities to be delivered, to include any required outputs listed in Program requirements.

**Expected Outcomes**-List the intended benefit(s) for participants during or after their involvement with a program, to include all "Expected Outcomes" listed in the Program Requirements, as well as any additional outcomes already established for the program. Outcomes are typically manifested in increasing, decreasing, or maintaining knowledge, skills, behavior, or condition/status.

**Indicators** –List the measurable approximations of the outcomes you are attempting to achieve, to include any required indicators listed in the Program Requirements. Indicators are the observable or measurable characteristics which indicate whether an outcome has been met. To be expressed by number and/or percentage.

For more examples of Inputs, Processes, Outputs, and Outcomes see:

<http://www.county.milwaukee.gov/ContractMgt15483.htm>

**PROGRAM LOGIC MODEL**

ITEM # 31

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

**PROGRAM LOGIC MODEL**

*ITEM #31a*

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

## **Program Narrative**

Identify the name and number of the program for which you are requesting funding as it is identified in the *Year 2009 Professional Service Agreement Guidelines Program and Technical Requirements*.

**Provide a narrative, not to exceed three pages, describing your program. The Program Description Narrative shall correspond with and derive from Item 31a, Program Logic Model. Refer to the *Year 2009 Professional Service Agreement Guidelines Program and Technical Requirements* for all the required program components for the program you are proposing. In particular, each proposed program must include the “Expected Outcomes” for your program’s outcome requirements, any indicators given for the program, as well as all required service components, processes, and outputs. All programs must include the “Expected Outcomes” as detailed in the Program Requirements, but may include additional outcomes at their discretion. If no “Expected Outcomes” are listed in the Program Requirements, applicant shall identify their own expected outcomes for the program. Applicant identified expected outcomes must reflect increases, decreases, or maintenance of knowledge, skills, behaviors, condition, and/or status. Where indicated, programs must utilize indicators as they appear in the Program Requirements, OR applicant shall propose a minimum of one indicator for each “Expected Outcome”.**

Describe the agency's ability to provide this program, and the agency’s experience serving the targeted populations. Include any existing agency programs utilizing a similar service delivery system and the number of years the program has been in operation.

For new applicants (existing agencies without current or recent-within last two years-DHHS contracting experience), complete and submit a Performance Assessment for New Applicant Agency, Item 31c. **This document shall be completed by a prior fundor.**

For new agencies without an agency contracting history of any kind, complete a Performance Assessment For Organization Leadership, Item 31d. A separate form should be submitted for the *head of the organization, senior fiscal and program staff*. **This document shall be completed by a prior fundor or by a prior employer.**  
**COMPLETE FOR EACH PROGRAM**

A separate SECTION, PROGRAM DESIGN, must be completed **for each program** for which an agency is requesting funds.

**PERFORMANCE ASSESSMENT FOR NEW APPLICANT AGENCY**

*Item 31c*

For existing agencies (agencies with some history of operating activity) without current or recent-within last two years-DHHS contracting experience, complete and submit this form. **This document shall be completed by a prior fundor**, and is subject to verification.

Performance Assessment for (Agency)\_\_\_\_\_

From (Funding Source)\_\_\_\_\_

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

1. Name of Program\_\_\_\_\_

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

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

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

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

6. What services were provided through this program?\_\_\_\_\_

7. Cost reimbursement framework? (Y/N)\_\_\_\_\_

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

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

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

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

Appropriate use of budget

0                    1                    2                    3                    4                    5                    NA

Comments: \_\_\_\_\_

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Achievement of established outcomes

0                    1                    2                    3                    4                    5                    NA

Comments: \_\_\_\_\_

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Timely submission of program reports

0                    1                    2                    3                    4                    5                    NA

Comments: \_\_\_\_\_

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**PERFORMANCE ASSESSMENT FOR NEW APPLICANT AGENCY** *Item 31c page 3*

Accurate submission of program reports

0                    1                    2                    3                    4                    5                    NA

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed, \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

ORGANIZATIONAL LEADERSHIP

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

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

Performance assessment for (Individual): \_\_\_\_\_

From (Agency) \_\_\_\_\_

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

1. Individual's title \_\_\_\_\_

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

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

What was Individual's role in program administration?

\_\_\_\_\_ Direct \_\_\_\_\_ Indirect (supervision) \_\_\_\_\_ Limited or none

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

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

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

\_\_\_\_\_ Direct \_\_\_\_\_ Indirect (supervision) \_\_\_\_\_ Limited or none

6. What services were provided through this program? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Signed \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

**2009 PROVIDER APPLICATION SITE INFORMATION**

Item 32

Providers offering services at more than one location must provide the following information for each site:

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

Describe differences in programs or services available at this site:

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

Total number of unduplicated consumers you are currently serving: \_\_\_\_\_

Please check if your agency provides the following at this site:

- Programs for men     Programs for women     Programs for men & women
- Services for pregnant women
- Services for families with children                       Childcare provided
- Services for Persons Involved in the Criminal Justice System
- Services for the Developmentally/Physically Disabled
- Services for persons with co-occurring mental health and substance use disorders

Hours of operation:     for specific program     for all programs at this site

- Monday:
- Tuesday:
- Wednesday:
- Thursday:
- Friday:
- Saturday:
- Sunday:
- Emergency contact available 24 hours  Emergency number \_\_\_\_\_

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

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

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

## **STAFFING PATTERN**

*Item 33*

Describe the staffing pattern and its relationship to the volume of clients or services to be provided. Describe in terms of staff to client ratios, client volume or case load per staff, or how many staff are needed to perform a particular activity. Any program with the potential to require 24-hour coverage must submit a detailed description of how, by staff position, coverage will be provided. Provide a description of your agency's proposed strategy for handling fluctuations in staffing needs. Please cite specific examples. 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.

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

**YEAR 2009 STAFFING REQUIREMENTS**

Item 34

Indicate the number of staff necessary to achieve your proposal objectives, considering only direct staff, as indicated by codes 02 and 04 on Forms 2 and 2A. Executive staff providing direct services to clients should be budgeted as either "Professional Salaries" or "Technical Salaries" on Budget Forms 2 and 2A. Provide a job description plus necessary qualifications for each direct service position (sections A & B) (make additional copies as necessary). **Complete the attached roster for current staff working in each program for which an application is being submitted.** If the position is unfilled at the time of application submission, indicate the vacancy and provide updated staffing form within 30 days of when position is filled.

PROGRAM \_\_\_\_\_ 2009 PROGRAM No. \_\_\_\_\_

POSITION \_\_\_\_\_ # POSITIONS NEEDED \_\_\_\_\_

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

Annual tuition reimbursement granted for this position: \$ \_\_\_\_\_

Annual turnover for *this position*, as measured by Total number of separations (including voluntary and involuntary) from this position in the twelve months prior to completing this application divided by the Average number of employees in this position for the twelve months prior to completing this application (show calculation):  
\_\_\_\_\_/\_\_\_\_\_=\_\_\_\_\_

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

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

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

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

**CURRENT PERSONNEL ROSTER – DIRECT SERVICE**

Employee Name	Position/ Title	Academic Degrees	Licenses / Certificates	# Program related in-service / continuing education hours completed in previous year	Years of experience in related field	Years of exp. with physically disabled clients as a target pop.	Years of exp. with visually impaired clients as a target pop.	Years of exp. with hearing impaired clients as a target pop.	Years of exp. with clients with limited English proficiency	List languages spoken, other than English

**Certification Statement Regarding Provider Credentials**

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

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

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

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



## EVALUATION PLAN

The proposed program shall have a performance improvement process in place, including, at a minimum, the measurement of outcomes and the analysis and improvement of the service delivery process. It can demonstrate the use of performance improvement information to improve service delivery and program management. The applicant should demonstrate the ability to implement adequate quality assurance procedures. In addition, the applicant should demonstrate the ability to provide ongoing outcome development, measurement, and reporting of the service(s) provided. Describe existing and proposed outcome measurement and quality assurance methodology to include the elements listed below.

***For additional information regarding DHHS expectations and technical assistance for outcome measurement, please refer to***

***<http://www.county.milwaukee.gov/ContractMgt15483.htm>***

Outline who will conduct the evaluation. **Using columns D and E of your Program Logic Model (Item 31a), identify the number and percentage of participants you project will achieve each “Expected Outcome” for each program proposed.** Evaluation reports must consider actual outcomes achieved against outcomes projected here.

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

**All contract agencies, except for Delinquency and Court Services Division (DCSD) contracts, are required to submit semi-annual evaluation reports based on their Evaluation Plan for respective programs. The reports are due January 31<sup>st</sup> and July 31<sup>st</sup> respectively.**

**For agencies under contract in 2009, Delinquency and Court Services Division requires a single annual process evaluation report for the period July 1, 2008 – June 30, 2009. The report is due August 1, 2009.**

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

David Emerson, Contract Services Coordinator  
Milwaukee County Children's Court Center  
10201 Watertown Plank Road  
Wauwatosa, WI 53226

The semi-annual evaluation of the program should reflect the agency's success in achieving the program's goals.

The evaluation reports for Economic Support Division should be submitted to the following persons:

Sue Moeser  
Deputy Administrator  
Economic Support Division  
1220 West Vliet Street, Suite 302  
Milwaukee, WI 53205

Judy Roemer-Muniz  
Contract Services Coordinator  
Management Services Division  
1220 W. Vliet St., Suite 109  
Milwaukee, WI 53205

## **CLIENT CHARACTERISTICS CHART DEFINITIONS**

**Complete for each program being applied for.**

### **ETHNICITY DEFINITIONS**

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

### **HANDICAPPED DEFINITIONS**

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

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

**2009 CLIENT CHARACTERISTICS CHART**

Agency Name \_\_\_\_\_  
 Disability/Target Group \_\_\_\_\_  
 Program Name \_\_\_\_\_  
 Facility Name & Address \_\_\_\_\_ 2009 Prgm No. \_\_\_\_\_

CY 2009 Estimated

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

		Number	Percent (%)	Prior year actual
2. Age Group:	a. 0 - 2			
	b. 3 - 11			
	c. 12 - 17			
	d. 18 - 20			
	e. 21 - 35			
	f. 36 - 60			
	g. 61 & over			
	<b>TOTAL</b>			

		Number	Percent (%)	Prior year actual
3. Sex:	a. Female			
	b. Male			
	<b>TOTAL</b>			

		Number	Percent (%)	Prior year actual
4. Ethnicity:	a. Asian or Pacific Islander			
	b. Black			
	c. Hispanic			
	d. American Indian or Alaskan Native			
	e. White			
	<b>TOTAL</b>			

		Number	Percent (%)	Prior year actual
5. Other:	a. Handicapped individuals			
	b. Not applicable			
	<b>TOTAL</b>			

Rev 6/07 Date Submitted: \_\_\_\_\_

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

## FORM 1 - PROGRAM VOLUME DATA – INSTRUCTIONS FOR MANUAL COMPLETION OF FORMS

Download Form 1 at:

<http://www.county.milwaukee.gov/RFPInformation111327.htm>

***Programs funded by site must include separate forms for each site.***

AGENCY NAME - Enter the legal name of the Agency.

NAME AND ADDRESS OF PROGRAM SITE - Enter facility name and address. This is required only if the agency provides a service at more than one location. A Form 1 must be completed for each site (address) if the agency is reimbursed by site.

AGENCY FEDERAL TAX ID NUMBER - Specify the agency's tax status Federal Identification Number.

PROGRAM NAME - Enter the **program name and number** identifying programs exactly as they are identified in the *Year 2009 Purchase of Service Guidelines: Program Requirements*.

NUMBER OF PROGRAM OPERATING DAYS, HOURS AND CASES/CLIENTS -For direct service or client specific programs, this should represent the actual number of days per week and number of hours per day when services are being provided, and the number of cases (clients) per year that will be seen or provided services.

TYPE OF UNIT - Place an X in the box for an appropriate unit type (day, hour, 1/4 hour or other) on which Units of Service are calculated.

**NOTE:** Only one unit type can be indicated.

Column A: TOTAL PROGRAM UNITS - Specify the number of service units to be provided to each funding source listed in rows 1 to 2. Row 3 equals the total units entered in rows 1 to 2. Specify the Budgeted units for 2008 in row 4 and Actual units for 2007 in row 5. In case you are a new provider and have not provided these services to Milwaukee County in prior year please leave these rows blank.

Column B: PROGRAM COST BY FUNDING SOURCE - Indicate and allocate the total program cost to each of the funding sources listed in rows 1 to 2. Row 1 will match the DHHS funding from Form 3 and row 2 will match the other revenue from Form 3. Row 3 equals the total cost by funding source entered in rows 1 to 2, and should equal the total cost reported on Form 3. Similar to Column A in row 4 please enter the 2008 Budgeted cost for the program and in row 5 entered the 2007 actual cost of the program. In case you are a new provider and have not provided these services to Milwaukee County in prior year please leave these rows blank.

Column C: COST PER UNIT - Indicate the cost per unit for providing services to each of the funding sources and year as in row 4 and 5. Column C equals Column B divided by Column A.

## FORMS 3 and 3S – ANTICIPATED PROGRAM EXPENSES

### INSTRUCTIONS FOR MANUAL COMPLETION OF FORMS

Download forms 3 and 3S at:

<http://www.county.milwaukee.gov/RFPInformation111327.htm>

*Programs funded by site must include separate forms for each site.*

1 - 4 Name of Agency and **Program Name and Number**: Identifying information. Complete as explained for Form 1.

### **FORM 3 - ANTICIPATED PROGRAM EXPENSES**

Column A - See detailed chart of accounts, at <http://www.county.milwaukee.gov/RFPInformation111327.htm> for account definitions.

Column B - Fill in the 2009 Gross Budget by Control Account as adopted by the agency's Board of Directors or owners of the agency.

Column C - Enter the total 2009 projected annual cost by Control Account as approved by the agency's Board of Directors or owners of the agency.

FROM FORM 4, BRING FORWARD TOTAL NON-DHHS CONTRACT REVENUE TO THE CORRESPONDING LINE ON FORM 3.

### **FORM 3S - ANTICIPATED PROGRAM EXPENSES SUPPLEMENTAL SHEET**

A supplemental Form 3S is to be used for each Control Account used on Form 3. A supplemental Form 3S is to be used to substantiate the amounts listed in Columns B and C. List only those Sub-Accounts actually used in the Control Account.

On Form 3S, specify by number of each Sub-Account with the corresponding Account Description in Column A; list the 2008 Gross Budgeted amount for each Sub-Account in Column B and the projected 2009 amount in Column C.

### **SPECIAL INSTRUCTIONS FOR CONTROL ACCOUNT NUMBER 8000: PROFESSIONAL FEES**

In addition to specifying on Form 3S, individual Sub-Account descriptions and budget amounts for each type of Professional Fee expense, include as an addendum to Form 3S, a copy of the actual memorandum of agreement between the agency and the person/agency providing a consultant-type service under the Professional Fee category. The memorandum of agreement should specify the name of the consultant, a description of the consultant functions, the projected number of consultation **FORMS 3 and 3S – ANTICIPATED PROGRAM EXPENSES**

**SECTION IV: DISADVANTAGED BUSINESS  
ENTERPRISE UTILIZATION**

**FOR**

**DELINQUENCY AND COURT SERVICES**

**ECONOMIC SUPPORT**

**MANAGEMENT SERVICES**

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

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

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

**GOOD-FAITH EFFORT PROCEDURE.**

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

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

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

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

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

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

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

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

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

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

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

Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.  
Negotiating in good faith with interested DBEs.

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

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

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

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

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

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

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



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

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

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

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

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

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


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

**A. Identifying Subcontract Work Items**

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

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


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

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

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

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

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

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

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

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

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

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

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

**C. Providing DBEs With Assistance**

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


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


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


D. Soliciting Proposal/Quotes From Interested DBE Firms

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

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

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

10. Other comments you want Milwaukee County to consider:


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

AFFIDAVIT

STATE OF WISCONSIN )

) ss

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

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

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

Bidder/Authorized Representative

Subscribed and sworn to before me:

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

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

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

## COMMITMENT TO SUBCONTRACT WITH *DBE* FIRMS

PROJECT No.: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

TOTAL CONTRACT AMOUNT (\*) \$ \_\_\_\_\_

**DBE Goal:** \_\_\_\_\_ (\*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE \_\_\_\_\_ Total % \_\_\_\_\_

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

\_\_\_\_\_  
Signature of Authorized Representative      Print/Type Name of Authorized Representative      Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public      State of \_\_\_\_\_, My Commission expires \_\_\_\_\_.

[SEAL]

**CBDP APPROVAL:**

\_\_\_\_\_  
Signature      Date

\* Exclude all allowances  
\*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) \$ \_\_\_\_\_  
(V) \$ \_\_\_\_\_ Total % \_\_\_\_\_

\* Exclude all allowances  
\*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

**CBDP APPROVAL:**

\_\_\_\_\_  
Signature      Date

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

**INSTRUCTIONS:**

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

**ADDITIONAL INFORMATION/REQUIREMENTS:**

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

***participate to the extent indicated in performance of the contract. VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.***

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

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

DBD-014PS  
**Revised 03/05/04**



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

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

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

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

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

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

This report must be submitted with each payment application.

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

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

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

D-016PS FORM

Rev. 03/05/04

**SECTION V**

**OVERVIEW OF PROPOSAL REVIEW PROCESS  
PROPOSAL REVIEW EVALUATION CRITERIA  
QUALITY ASSURANCE**

**FOR**

**DELINQUENCY AND COURT SERVICES  
ECONOMIC SUPPORT**

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

## **II. General Guidelines**

- A. The role of the review panel is to rate proposals against the published scoring criteria. These ratings are forwarded to division administrators who may accept or dispute them. If a division administrator disputes an evaluation panel's scoring, the panel shall be apprised of the item in dispute, the related criterion and the basis for the dispute. The panel shall then be reconvened to discuss and evaluate the basis for the dispute and make a determination to uphold or modify their original rating based on any new information presented. Any alteration to the panel's scoring of a proposal shall be noted in the report to the Milwaukee County Board of Supervisors when a contract recommendation is made.
- B. The primary measure of the quality of the applicant's proposal will be specific examples of successful previous experience that relates to the various items in the proposal. Successful previous experience will be measured and scored based on the current and recent county contract performance of applicants, or, for new applicants, current and recent non-county contract performance, or, for new organizations, the current and recent experience of senior staff at applicant's agency.
- C. The review process may include verification of assertions made by the applicant in the proposal.
- D. Reviewers will score proposals against the published criteria, and will not consider non-published criteria.
- E. Criteria to be considered in evaluating proposals include the applicant's ability to provide the proposed program, the applicant's proposed program relative to that proposed by other applicants, and the applicant's proposed cost to provide the program or service compared to the cost proposed by other qualified applicants.
- F. 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. **Note:** If an item is not included in the proposal and a separate page has not been included indicating the item was deemed not applicable by DHHS program staff, it will be considered an omission.

### III. Proposal Evaluation Criteria

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

In scoring proposals, for agencies currently under contract with DHHS, reviewers will consider the on time and accuracy rate of applicant in prior year's required submissions. For new applicants, reviewers will consider the on time and accuracy rate of applicant as described by the person providing the required Performance Assessment report (item 31c or 31d). **Additionally, in scoring proposals for Administrative ability, reviewers will consider the accuracy and completeness of the proposal. Inaccurate or incomplete proposals will receive reduced scores.**

For new applicants (existing agencies without current or recent-within last two years-DHHS contracting experience), the provided Performance Assessment for New Applicant Agency report must attest to the *applicant's* level of timeliness and accuracy of required submissions. **This letter must be completed by an authorized representative of a prior fundor.**

For new agencies without an agency contracting history of any kind, the Performance Assessment for New Applicant Leadership report is subject to the same requirements as above, but will be for the *head of the organization and senior fiscal and program staff*. **This document may be completed either by a prior fundor or by prior employer.**

Performance Assessment reports for agencies with non-DHHS contracting history and for new applicants without any agency contracting history must use Item 31c or 31d.

The applicant shall describe its history, if any, as well as proposed strategy for handling crisis situations, as defined above, using specific examples. For full points, applicant must have an existing system in place that addresses crisis situations. For applicants without previous experience handling crisis situations, proposal will be scored based on the quality of proposed strategy. Examples of strategies to respond to crisis situations can include, but are not limited to: referral networks, flexible staffing arrangements-such as contingency workers, on call staff, or "pool" workers, and other strategies to expand or reduce physical or staff capacity.

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

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

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

- C. DBE Commitment to Sub-contract/Good Faith Efforts- 9 points**  
DBE forms are completed as applicable and the applicant has worked with the CBDP office to determine areas where disadvantaged business sub-contracting is possible.
- D. Previous Experience – 13 Points.** The applicant's experience demonstrates the ability to provide the proposed service to the target group. For applicants without prior Milwaukee County experience, information will be gathered from Performance Assessments provided by the applicant following a prescribed format. Documented non-performance or noncompliance under previous contracts will be taken into consideration.

In evaluating experience in proposals, reviewers will consider:

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

Performance Assessment reports (item 31c and 31d) for agencies with non-DHHS contracting history and for new agencies without any agency contracting history mandatory, must be used and completed in full.

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

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

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

- F. **Outcomes and Quality Assurance – 13 Points.** The proposed program has a performance improvement process in place, including, at a minimum, the measurement of outcomes, the analysis and improvement of the service delivery process, employee evaluations, and consumer/community evaluation and feedback. It can demonstrate the use of performance improvement information to improve service delivery and program management.

Applicant demonstrates the ability to provide adequate quality assurance procedures. In addition, the applicant shows an ability to provide ongoing outcome development, measurement, and reporting of the service(s) being provided. Optimal evidence of ability would include specific examples of previous outcome measurement and quality assurance activities. Applicant shall describe existing outcome measurement and quality assurance methodology to include the elements listed below. For full points, applicant must have previous experience implementing outcome measurement and quality assurance procedures which include all the elements listed below. For applicants without previous outcome measurement experience, scoring will be based on the quality of the proposed plan. ***For additional information regarding DHHS expectations and technical assistance for outcome measurement, please refer to:***

**<http://www.county.milwaukee.gov/ContractMgt15483.htm>**

**Proposed outcomes, indicators, and methods of measurement must reflect those specified in the respective Professional Service Agreement Guidelines Program Requirements, as applicable.** If none are specified, applicant shall propose their own.

- Applicant shall identify indicators and methods of data collection and measurement for each outcome where not specified in the Program Requirements.
- Indicators shall be expressed in terms of numbers and percentages of participants achieving the related outcome, as proposed by the applicant in Item 31a.
- The evaluation section of the application should outline who will conduct the evaluation, what data will be collected, and what forms or assessment tools will be used.

In order to receive full points for this item, applicant will have submitted evaluation reports on time and with all required elements

for the previous contract year (for existing agencies), or shall be identified in the Performance Assessment as having met or exceeded expectations for “accurate submission of program reports” and “timely submission of program reports” (for agencies without current or recent DHHS contracting experience).

Applicant is creative and progressive in service delivery approaches that will enhance the quality of services, as measured by specific examples of using evaluation or other outcome data to make program improvements, or by giving specific examples of introducing new program strategies that are research supported (evidence based).

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

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

Evaluation and scoring of the Service Delivery Plan will consider:

- Consistency with program objectives as defined by DHHS in the Year 2009 Professional Service Agreement Guidelines Program Requirements and the contract agency.
- Definition of the timeframe during which clients will be engaged in services.
- Description of how the program will be implemented and brought up to capacity.
- Coordination of services and formal arrangements with other providers, as applicable.

There is a performance improvement plan, which includes measurement of outcomes, and demonstrated use of performance information to improve services and program management. For full points, applicant must describe service delivery in terms of inputs, processes, outputs, and outcomes, and indicators as described in items 31a and 31b. Appropriate grievance procedures are in place. The program sites are accessible to persons with disabilities and limited English speaking abilities. The programs have incorporated principles listed in the Program Requirements.

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

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

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

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

**TOTAL SCORE**

**100 POINTS**

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

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

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

- Review of annual and semi-annual evaluation reports submitted by the agency.
- Sampling of clients/participants served through participant interviews, client interviews, surveys/questionnaires, case file reviews, and/or service verification.
- On-site verification of compliance with the posting of the following documents: (a) participant/client rights, (b) non-discrimination policies.
- On-site monitoring of compliance with governmental and contractual requirements related to the provision of services.

On-site monitoring of a contractor's organization and management structure, fiscal accountability and/or verification of services provided.

**SECTION VI**

**PROGRAM REQUIREMENTS/SCOPE OF WORK**

**and**

**PROPOSAL REVIEW EVALUATION CRITERIA**

**For**

**MANAGEMENT SERVICES DIVISION ONLY**

## **MSD #001 PROFESSIONAL ACCOUNTING, AUDITING and AUDIT REVIEW SERVICES**

### **INTRODUCTION**

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified persons interested in providing accounting, auditing, and audit review services, under a Professional Service Agreement in 2009, to the Contract Administration section of the Management Services Division.

### **BACKGROUND**

The function of Contract Administration is to coordinate and monitor contract related activities for the Department of Health and Human Services Disability Services, Delinquency and Court Services, Economic Support, Housing and Behavioral Health Divisions; and, to serve as fiscal liaison between the Department and human service purchase and professional service contractors. In the year 2008, the Department entered into hundreds of contractual relationships including purchase of service contracts and professional and fee-for-service agreements. Contract Administration is responsible for the following:

- to prepare, coordinate and publish RFP guidelines for purchase of service, Community Based Residential Facility (CBRF), and professional service contracts;
- to prepare, process and distribute purchase, CBRF, and professional service contracts and contract amendments;
- to develop and implement operating policies and procedures governing the content and language of DHHS contracts and fee-for-service agreements, and monitor and analyze contracts for compliance with governmental laws, rules and regulations, and County and departmental policies and procedures;
- to produce and distribute monthly contract monitoring reports which monitor expenditures and payments;
- to organize and maintain application material into a masterfile system;
- to monitor contractor and provider compliance with governmental and contractual requirements, and departmental policies and procedures;
- to review annual certified audits of human service contractors and fee-for-service providers. This includes: performing compliance reviews and

fiscal reviews of certified audit reports; preparing correspondence; responding to phone calls, and meeting with contract representatives and their auditors when requested;

- to prepare reports for and disseminate information to DHHS divisions and other County departments;
- to direct and oversee the quality assurance planning, auditing and monitoring activities of agencies and organizations that have contractual relationships and fee-for-service agreements (on provider networks) with the DHHS;
- to develop, implement and coordinate the education, monitoring and training of DHHS personnel, contractors, providers and consumers;

to conduct on-site fiscal and compliance audits of agencies and organizations that have contractual relationships with the DHHS, and issue audit reports, recommendations and corrective actions for distribution to contractor and provider agencies and DHHS program division administrators;

- to evaluate agencies' audit responses and/or corrective action plans, and communicate the outcome to contractors and providers as well as the DHHS program divisions and make recommendations regarding the status of agencies in terms of compliance, probation, etc.;
- to coordinate and work with the Milwaukee County Department of Audit on audit and quality assurance related issues;
- to consult and work with the Milwaukee County Corporation Counsel on matters regarding potential litigation or prosecution, or requiring legal interpretations, language, decisions, opinions, etc.;
- to coordinate with federal and state funding and regulatory agencies and other DHHS representatives to establish, develop and maintain high quality assurance standards, service descriptions, indicators, measures and outcomes for the DHHS client service purchase systems;
- to prepare special informational and statistical reports and work on special projects for the State, the County Board and other County departments when requested. Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of Contract Administration to perform analyses, prepare reports and complete projects in a timely manner. This may involve data collection and/or the development of a software program to analyze data;
- to serve as fiscal liaison with human service purchase agencies; accounting staff; DHHS divisional program administrators; other County departments, and federal and state funding agencies.

## **DESCRIPTION OF PROFESSIONAL SERVICES REQUIRED**

### **1. Review of Contract Agency Audits**

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

Certified audit reports are required (and submitted to Milwaukee County) under purchase contracts and fee-for-service agreements. State law and state audit guidelines require the county to review audits of all agencies and organizations under a human service contractual relationship with the County in the amount of \$25,000 or greater. [Wisconsin Statutes Section 46.036(4)(c)] Audit reports are due 180 calendar days after an agency's fiscal year closing or an agreed upon extension date not approved beyond September 30th of the subsequent year. (Audits for 2007 contract agencies filing on a calendar year fiscal period are due June 30, 2008). Audit reviews and the resolution of audit/fiscal issues from the prior years involve ongoing activities that continue into the next calendar year.

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

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

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

The audit review services shall include:

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

COMPLIANCE REVIEW: Review of the content of the remaining 2006 and 2007 (and possibly earlier up to 2004 for 2009 as audit reviews can be performed within 4 years from the end of fiscal year or submission of audit report which ever is later.) human service CPA audit reports for compliance with contractual requirements and governmental rules and regulations. Draft letter to inform agency regarding requests for additional information and notification of instances of non-compliance or other issues identified in review of the audit and follow up existing correspondence for prior years.

FISCAL REVIEW: Reconciliation of the remaining 2006 and 2007 (and possibly earlier up to 2004 for 2009 as audit reviews can be performed within 4 years from the end of fiscal year or submission of audit report which ever is later) human service agency audit reports, by program, with payments actually made by County and allowable expenses incurred by the agency. Prepare spreadsheet and calculation of amount due and draft letter to inform agency of fiscal recovery showing the calculations of recovery and reconciliation to the audit report and follow up existing correspondence and recoveries for prior years..

Contract agency CPA audit reviews shall include an analysis of:

- (1) Schedule of Findings and Questioned Costs and Corrective Action Plan if applicable;
- (2) Auditor's Opinions on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Awards;
- (3) Statements of Financial Position and Statements of Activities and Cash Flows;
- (4) Program Revenues and Expenditures of County Funded Programs;
- (5) Units of service provided under the contract;
- (6) Notes to financial statements including disclosure of related-party transactions;
- (7) Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS), and the DHFS *Provider Agency Audit Guide*;
- (8) Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133;

(9) Prior Year Findings;

(10) Management Letter Issues and Management Response Issues.

Other Duties:

- c. Attend and participate in meetings related to contract activities and audit issues when requested.
  - d. Respond to inquiries related to governmental rules and regulations, contract compliance and audit issues.
  - e. Prepare special reports on particular audits when requested.
  - f. Prepare the Contract monitoring report and identify the providers who owe DHHS an audit report based on state criteria and can be allowed a waiver. Develop and update waiver application in fill-able PDF format based on the most recent state risk evaluation guidelines for allowing such waivers. Review and approve waiver applications and extension requests for waiver or submission of audit report
  - g. Perform other activities as requested.
2. Assist/manage and/or supervise and conduct on-site field audits of agencies that have entered into a contractual relationship with the DHHS.

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

- a. Assist the DHHS QA/Program Staff and/or participate to develop, establish and update methodologies for agency and service/program risk assessment to identify high-risk agencies and services, and selection of providers for site audits
- b. Assist the DHHS QA/Program Staff and/or participate to develop, establish and update methodologies to identify and quantify appropriate audit sampling methods that can extrapolate audit findings to the entire population.
- c. Assist the DHHS QA/Program Staff and/or participate to analyze and develop new auditing procedures and methodologies that will maximize the efficiency of audit staff and available resources with the effect of increasing the level of monitoring and the number of agencies being monitored.
- d. Assist the DHHS QA/Program Staff and/or participate to analyze, develop and establish auditing procedures, audit programs and audit work papers to maximize the efficiency and accuracy of field audits.
- e. Assist the DHHS QA/Program Staff and/or participate to coordinate with federal and state funding, regulatory agencies and other DHHS representatives to establish, develop and maintain quality assurance standards, service/program descriptions, indicators, measures and outcomes for the DHHS client service purchase systems.

f. Assist the DHHS QA/Program Staff and/or participate to establish policies and procedures for the fee-for-service networks that ensure a basis for accountability and compliance with grantor rules and regulations, and contractual requirements.

g. Assist the DHHS QA/Program Staff and/or participate to oversee the design, review, preparation and issuance of audit reports, recommendations and corrective actions for distribution to provider and contract agencies and DHHS program division administrators.

h. Assist the DHHS QA/Program Staff and/or participate to oversee the design, review, preparation and issuance of fiscal audit finding spreadsheets or other fiscal analyses and calculations for distribution to provider and contract agencies and DHHS program division administrators.

i. Assist the DHHS QA/Program Staff and/or participate to evaluate the adequacy of an agency's audit response or corrective action plan, and oversee communication of outcomes to provider and contract agencies and DHHS program divisions.

j. Assist the DHHS QA/Program Staff and/or participate to make recommendations regarding fiscal recoveries, repayment plans and the status of agencies/providers.

k. Perform other duties as requested.

3. **Provide technical assistance to potential applicants and contract and provider agencies when requested.** Typically, this requires answering questions pertaining to fiscal/budget issues; contract compliance issues; audit waiver issues, and financial statement/audit compliance issues. Meetings may be scheduled for this purpose, but generally technical assistance is provided over the phone.
4. **Provide technical assistance to Contract Service Coordinators (CSC) when requested,** in development, modification or updation of provider's monthly Revenue and Expenses report analysis worksheet and provide assistance in monthly billing analysis.
5. **Participate in application and budget reviews.** Program administrators and coordinators often request the assistance of an accountant to participate on a review panel. This may involve the review of program and budget information, which has been submitted for funding. Though the annual RFP involves the largest budget and number of contracts, DHHS announces RFP's throughout the year, which requires review by an accountant. Budget reviews of proposals submitted for funding are also a part of the accounting services required in the early part of the calendar year.
6. **Take the lead in the preparation of special informational and statistical reports, and work on special projects that may be requested by the State, the County Board, the Director of the DHHS and/or other County departments.** Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of Contract Administration to perform analyses, prepare reports and complete projects in a timely manner. This

may involve data collection and/or the development of a software program, spreadsheets or databases to analyze data.

7. **Perform a critical review of and make recommendations for revisions in contract language and application items when necessary.** In addition to Purchase of Service Contracts, various types of fee-for-service agreements and other agreements are continuously being developed, revised and refined by the DHHS divisions and provider networks. The accounting consultant is responsible for developing and implementing operating policies and procedures governing the content and language of DHHS contracts and fee-for-service agreements, and monitoring and analyzing contract language for compliance with governmental laws, rules, regulations, policies and procedures.
8. **Perform other duties as requested.**

### **TIMEFRAME OF CONTRACT**

It is expected that the individual under contract to provide professional accounting, auditing and audit review services will begin on or about **January 1, 2009** and end on **December 31, 2009**. However, if agreed to by both parties, the contract may be extended for two years with a rate increase in the subsequent years limited by the rate of inflation in the prior calendar year.

### **COMPENSATION**

Under a Professional Service Agreement, Milwaukee County will agree to pay the firm/individual providing the accounting, auditing and audit review services an hourly rate for any and all hours worked as requested by County. The Department has tentatively allocated \$91,130 in its budget for this contract. The amount of work will depend upon the hourly rate and the needs of the Department. The applicant's requested hourly rate should be submitted in the proposal. Payment for these services under this agreement will be made upon presentation of a written, monthly professional services expense report on such forms and in such detail as may be required by the County. The Department makes no guarantee or representation that the firm/individual under contract to perform this work will receive the entire amount of this allocation.

### **QUALIFICATIONS OF THE ACCOUNTANT PROVIDING THE SERVICES**

- Knowledge of and experience in governmental and non-profit accounting and review of audit reports is required.
- Possession of a bachelor's degree/or equivalent with a major in accounting, and licensed to practice as a Certified Public Accountant (CPA) by the State of Wisconsin.
- Seven (7) years of professional experience as an accountant; and at least three (3) years of experience reviewing provider agency audits reports for the State of Wisconsin, Wisconsin counties or cities is required.

- Three (3) years of experience managing or supervising a staff of field auditors.
- Knowledge of Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS) and *Provider Agency Audit Guide*.
- Knowledge of federal and state cost principles as they relate to OMB Circular A-122, *Cost Principles for Non-Profit Organizations*; OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*; OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and Federal Acquisition Regulations (FAR) at 48 CFR part 31, *Contract Cost Principles and Procedures*.
- Knowledge of the principles, practices and procedures of general accounting and financial/operational analyses.
- Familiarity with methods of accounting, and skills in the application of computer techniques and software programs, particularly in the following programs and techniques: Advance working knowledge of Microsoft Word 2000 (including forms, protected field forms and documents, mail merge, advance format techniques, etc); advanced working knowledge of Microsoft Excel 2000 (including preparing and using complex pivot tables, IF functions, lookup functions, complex formulas and protected forms and tables, etc); advanced working knowledge of Microsoft Access 97 & 2000 (including development of databases from scratch, writing complex queries, developing user friendly input forms and reports, etc,) , advanced knowledge of Microsoft PowerPoint 2000 (including ability to develop presentations from scratch, work with backgrounds and transitions, and other features etc.); ability to work with Adobe Professional Version 8 to prepare and convert from other applications fill-able PDF forms and other applications of forms; working knowledge of Crystal Reports Version 11 to extract and present report from MS Access and other applications; and working knowledge of IBM Lotus Notes Version 6.5;
- Ability to compile and objectively analyze very large volumes of data, and large databases to reach valid and supportable conclusions;
- Ability to prepare and present oral and written reports and recommendations;
- Ability to effectively manage/plan multiple projects and efficiently manage and direct accounting and auditing staff;
- Ability and experience doing research using the internet;
- Should not be a CPA who has signed or performed work as a partner or employee of a firm that has performed audits of DHHS contractor/provider agencies for the years 2004, 2005, 2006, 2007 and 2008 or has participated in the audit of Milwaukee County during this same period;

- Ability to work effectively and cooperatively with the public, contract agencies and department administrators and staff.

### **CONFLICT OF INTEREST**

Due to a potential conflict of interest, firms, organizations and/or individuals who have performed audits of DHHS contractor/provider agencies for the years 2004, 2005, 2006, 2007 and 2008, or have participated in the audit of Milwaukee County during this same period, are not eligible to receive a contract award to provide accounting, auditing, and audit review services, either as a prime contractor, or subcontractor. Further, upon selection, the firms, organizations and/or individuals recommended must assure that they will not perform any audit of DHHS contractor/provider agencies or Milwaukee County during the period that the contract is in force. This applies to the original contract period January 1, 2009 to December 31, 2009 and any extensions in the future two years

### **RIGHT OF TERMINATION**

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

### **CONTRACT RENEGOTIATION**

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

### **INDEPENDENT CONTRACTOR**

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

### **SUBCONTRACTS**

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

## **CONTRACT APPROVAL**

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

## **ASSIGNMENT LIMITATION**

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

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

## **EVALUATION OF PROPOSALS**

Proposals submitted to provide accounting, auditing and audit review services will be evaluated based on the following criteria:

### **1. REQUIRED INFORMATION**

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

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

The proposal shall include DBE participation as required by Chapter 42 of the Milwaukee County Ordinances. The Milwaukee County "Commitment to Subcontract with DBE Firms" form must be completed, signed and submitted with each proposal. The form is included with this RFP material.

### **3. QUALIFICATIONS - (0-30 Points)**

In the Qualifications section of the proposal, the applicant has the opportunity to furnish credentials. The applicant should also provide the name and a resume of the principal person providing the services as well as information addressing professional experience as an accountant, an auditor, and an audit reviewer. In addition, knowledge of governmental accounting, auditing, general accounting

principles, financial/budget analysis as well as knowledge of data processing methods of accounting could be included in the proposal.

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

In the Experience section of the proposal, the applicant has the opportunity to describe in greater detail (than the Qualifications section) professional experience as an accountant, an auditor, and an audit reviewer; knowledge of and experience in governmental accounting; and auditing as well as experience in the application of data processing methods of accounting. As part of Experience, the proposal may also include information that supports the applicant's ability to analyze data; to perform accounting and auditing functions, to prepare written reports; to review audits; and, to effectively and cooperatively work with others.

The proposal could include the following:

- a. a written plan for conducting compliance and fiscal reviews of CPA audit reports;
- b. a written plan for performing program and fiscal site audits of contractor and provider agencies;
- c. correspondence prepared by the applicant which includes an analysis, compilation of findings, calculations and recommendations;
- d. copies of previously prepared audit reports related to certified audits, program audits, limited scope reviews and site audits or other agreed upon procedures;
- e. letters of support;
- f. references.

#### **5. TIME SCHEDULE AND FEE FOR SERVICES - (0-20 Points)**

The Time and Fee for Services information should indicate the time schedule in hours, days, weeks and months that the applicant/principal person is available to provide the services. The applicant should also indicate the fee or rate per hour of service provided under the Professional Service Agreement. The Department has tentatively allocated \$91,130 in its budget for this contract. The amount of work will depend upon the hourly wage and the needs of the Department. The Department makes no guarantee or representation that the firm or individual under contract to perform this work will receive the entire amount of this allocation.

**TOTAL POSSIBLE SCORE                      100 POINTS**

#### **GENERAL REQUIREMENTS**

A cover letter page should accompany each proposal that identifies the name and title of the individual who should be contacted if clarification of the proposal's contents is necessary. As noted above, the cover page should also include the full address and

phone number of the contact person as well as the Social Security Number or the Federal Identification Number of the business.

Interested persons must be able to enter into a standard Professional Services Agreement with the Milwaukee County Department of Health and Human Services after approval of the Agreement by the Milwaukee County Board of Supervisors and the County Executive.

For further information, please contact Mr. Dennis Buesing, Contract Administrator at (414) 289-5853.

**Milwaukee County retains the right to reject any and all proposals; to accept the proposal most beneficial to Milwaukee County; or to re-bid or re-advertise for the professional accounting, auditing and audit review services.**

**Due to a potential conflict of interest, firms, organizations and/or individuals who have performed audits of DHHS contractor/provider agencies for the years 2004, 2005, 2006, 2007 and 2008, or have participated in the audit of Milwaukee County during this same period, are not eligible to receive a contract award to provide accounting, auditing, and audit review services, either as a prime contractor, or subcontractor. Further, upon selection, the firms, organizations and/or individuals recommended must assure that they will not perform any audit of DHHS contractor/provider agencies or Milwaukee County during the period that the contract is in force. This applies to the original contract period January 1, 2009 to December 31, 2009 and any extensions in the future two years**

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

**INTRODUCTION**

The Milwaukee County Department of Health and Human Services (DHHS) is seeking proposals from qualified persons interested in providing accounting services, under a Professional Service Agreement in 2009, to the Accounting section of the Management Services Division.

**BACKGROUND**

The function of the Accounting Section is to coordinate and monitor accounting activities for the Department of Health and Human Services, Disability Services, Delinquency and Court Services, Economic Support and Behavioral Health Divisions; and, to serve as fiscal liaison between the Department and Central Accounting and Budget Departments within the County and Various State and Federal Agencies. The 2009 budget includes over \$160 Million in revenue from various State and Federal Agencies. The Accounting Section is responsible for the following:

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

**DESCRIPTION OF PROFESSIONAL SERVICES REQUIRED****1. Analysis and Review of the components of the Medicaid Waiver programs administered by the Disability Services Division.**

The accountant must possess knowledge of the rules and regulations regarding the Medicaid Waiver (Long Term support) programs administered by counties in the State of Wisconsin.

The accountant selected must be able to perform fiscal analyses using large volume of detail data, understand microcomputer techniques and software

programs; prepare correspondence; respond to inquiries; participate in meetings; and, assist in maintaining departmental records and systems.

To maintain consistency and continuity with DHHS staff, the Department requests that the Contractor identify the principal person on the Contractor's staff to perform these services. The individual so designated shall possess at a minimum the qualifications and skills specified in the Qualifications section of this RFP (see page 5.) The person performing the services must be available on a continuous basis as the analysis involves ongoing communication and interaction with others as well as participation in meetings.

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

The following is a list of projects proposed for 2009, to be completed in conjunction with existing accounting and program staff, but not be limited to the following:

▪ **Cost analysis:**

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

**Current reports and monitoring**

- Monthly projections of Waiver Services compared to contact amount and budget
- Case management by contracted agencies and internal case managers
- Average cost per client, detail by funding source
- Targeted case management revenue earned by agency (Birth to Three) and monitor agency spending against the State contract and (Maintenance of Effort (MOE)
- Update case management unit rate (budget and actual) for both internal and contracted case managers
- Prepare WIMCR (Wisconsin Medicaid Cost report) cost reports for the Case management and Personal Care Medicaid services:
- Track MAPC (Medicaid Personal Care) revenue

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

- Ongoing – prepare and monitor the reports defined above, monthly, look for trends and unusual activity

- It is anticipated that in 2009 Disability Services Division will create an ADRC-Disability Resource Center. Additional accounting and monitoring will be required to make the appropriate claims for reimbursement.
  - It is further anticipated that in 2009 the clients between the ages of 18 and 59 currently being served through the Medicaid Waiver Programs (CIP-1B, etc) will begin to transition to Family Care. This will require additional monitoring and State Reporting. This will likely be one of the required tasks of this contract.
- **Rates/provider/service:**
    - To assist in modification of current accounts payable mechanisms to implement more effective procedures, e.g., providers being paid on standardized billing forms
    - Assist in creating a procedure for requiring administrative review for all variance requests.
    - Develop provider information database to include all providers in the Disability Services Fee For Services Network, with detailed service, cost and availability information.
    - Establish new procedures for Case Managers for preparation of Individualized Service Plans.
    - Research a method to access and obtain Medicaid records to verify and record Hospital days
- 2. Take the lead in the preparation of special informational and statistical reports, and work on special projects, which may be requested by the State, the County Board, and/or other County departments.** Special reports/projects may be requested at any time and, typically, take priority over other work activities. It is the responsibility of the Accounting Section and the Disability Services Division to perform analyses, prepare reports and complete projects in a timely manner. This may involve data collection and/or the development of a software program to analyze data.
- 3. Perform other duties as requested.**

### **TIME FRAME OF CONTRACT**

It is expected that the person under contract to provide professional accounting services will begin on or about **January 1, 2009** and end on **December 31, 2009**. However, if agreed to by both parties, the contract may be extended for two years with a rate increase in the subsequent years limited by the rate of inflation in the prior calendar year, if funding is continued into future years.

### **COMPENSATION**

Under a Professional Service Agreement, Milwaukee County will agree to pay the person providing the accounting services an hourly rate for any and all hours worked as requested by County. The Department has tentatively allocated \$80,200 in its budget for this contract. The amount of work will depend upon the hourly rate and the needs of the Department. The applicant's requested hourly rate should be submitted in the proposal. Payment for these services under this agreement will be made upon presentation of a written, monthly, professional services expense report on such forms

and in such detail as may be required by the County. The Department makes no guarantee or representation that the firm/individual under contract to perform this work will receive the entire amount of this allocation.

### **QUALIFICATIONS OF THE ACCOUNTANT PROVIDING THE SERVICES**

- Possession of a bachelor's degree or equivalent with a major in accounting and licensed as a Certified Public Accountant (CPA).
- Seven (7) years of professional experience as an accountant; five (5) years of experience working with the Wisconsin Medicaid Waiver Programs.
- Knowledge of governmental accounting, with a specific knowledge of the Wisconsin Medicaid Waiver programs; experience in governmental accounting and budgeting is required.
- Knowledge of Generally Accepted Accounting Standards (GAAP) and Government Accounting Standards (GASB) and Federal Allowable Cost policies (OMB-Circular A-87)
- Knowledge of the principles, practices and procedures of general accounting and financial/operational analyses.
- Familiarity with methods of accounting, and skill in the application of computer techniques and software programs.
- Ability to compile and objectively analyze data to reach valid conclusions.
- Ability to prepare and present oral and written reports and recommendations.
- Ability to work effectively and cooperatively with the public and department administrators and staff.

### **RIGHT OF TERMINATION**

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

### **CONTRACT RENEGOTIATION**

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

## **INDEPENDENT CONTRACTOR**

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

## **SUBCONTRACTS**

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

## **CONTRACT APPROVAL**

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

## **ASSIGNMENT LIMITATION**

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

## **PROPOSAL CONTENTS AND EVALUATION**

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

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

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

## **EVALUATION OF PROPOSALS**

Proposals submitted to provide accounting services will be evaluated based on the following criteria.

### **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.

### **1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION- (10 Points)**

The proposal shall include DBE participation as required by Milwaukee County Ordinance 56.30(2)(b). A Milwaukee County "DBE" Participation Form must be completed, signed and submitted with each proposal. The form is included with this RFP material.

### **2. QUALIFICATIONS - (35 Points)**

In the Qualifications section of the proposal, the applicant has the opportunity to furnish credentials. The applicant should also provide the name and a resume of the principal person providing the services as well as information addressing professional experience as an accountant, an auditor, and an audit reviewer. In addition, knowledge of governmental accounting, auditing, general accounting principles, financial/budget analysis as well as knowledge of data processing methods of accounting could be included in the proposal.

### **3. EXPERIENCE - (35 Points)**

In the Experience section of the proposal, the applicant has the opportunity to describe in greater detail (than the Qualifications section) professional experience as an accountant, knowledge of and experience in governmental accounting and budgeting; as well as experience in the application of data processing methods of accounting. As part of Experience, the proposal may also include information that supports the applicant's ability to analyze data, to perform accounting functions, to prepare written reports and, to effectively and cooperatively work with others.

The proposal could include the following:

- a. correspondence prepared by the applicant which includes an analysis, compilation of findings, calculations and recommendations;
- b. copies of excel spreadsheets or Access Database reports used for presentation to management for their use as a management tool or program monitoring.
- c. copies of previously prepared reports;
- d. letters of support;
- e. references.

#### **4. TIME SCHEDULE AND FEE FOR SERVICES - (20 Points)**

The Time and Fee for Services information should indicate the time schedule in hours, days, weeks and months that the applicant/principal person is available to provide the services. The applicant should also indicate the fee or rate per hour of service provided under the Professional Service Agreement. The Department has tentatively allocated \$80,200 in its budget for this contract. The amount of work will depend upon the hourly wage and the needs of the Department. The Department makes no guarantee or representation that the Contractor chosen to perform this work will receive the entire amount of this allocation.

**TOTAL POSSIBLE SCORE**

**100 POINTS**

#### **GENERAL REQUIREMENTS**

A cover letter page should accompany each proposal that identifies the name of the individual who should be contacted if clarification of the proposal's contents is necessary. As noted above, the cover page should also include the full address and phone number of the contact person as well as the Social Security Number or the Federal Identification Number of the business.

Interested persons must be able to enter into a standard Professional Services Agreement with the Milwaukee County Department of Health and Human Services after approval of the Agreement by the Milwaukee County Board of Supervisors and the County Executive.

For further information, please contact Ms Pat Walslager, Associate Administrator – Fiscal at (414) 257-7046.

**Milwaukee County retains the right to reject any and all proposals; to accept the proposal most beneficial to Milwaukee County; or to re-bid or re-advertise for the professional accounting services.**

**Milwaukee County "DBE" forms included with this RFP material must be completed, signed and submitted with each proposal.**