REQUEST FOR PROPOSALS

For

County of Dunn, Wisconsin

Administration Department, Purchasing

RFP #2019-01
Personnel Services – Human Services Department

Proposals must be received
no later than
2:00pm Local Time, December 3, 2019

SPECIAL INSTRUCTIONS:

All proposals must be sealed and clearly marked “Proposal for Project #2019-01

Mail or Deliver to:
Dunn County
Administration Department
800 Wilson Avenue
Menomonie, WI 54751

For further information regarding this proposal, contact John McLaughlin at 715-231-6584 or jmclaughlin@co.dunn.wi.us.

Dunn County reserves the right to terminate the selection process at any time and reject any or all offers. The County shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

There will be no public opening of proposals received in response to this solicitation
INTRODUCTION AND PURPOSE

1.1 Statement of Intent
The intent of this Request for Proposal (RFP) is to seek proposals from qualified vendors to contract employees to perform services for the Dunn County Department of Human Services in the positions described in Section 4.2.

1.2 Subcontracting
Prior to the implementation of a subcontracted service, Dunn County shall approve any contracts, leases and costs. No right or duty in whole or in part of the proposer under this contract shall be assigned or delegated without the prior written consent of Dunn County.

1.3 Procuring and contracting agency
The Administration Department issues this RFP for Dunn County. The Department of Administration Accounting Manager is the sole point of contact for Dunn County during the RFP process. The person responsible for managing the procurement process is:

John McLaughlin, CPA
Administration Department
800 Wilson Avenue
Menomonie, WI 54751

Phone 715-231-6584
Email jmlaughlin@co.dunn.wi.us

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document prior to the submission of the proposal. RFP questions may be submitted until the date/time listed in Section 1.4 via email or mail (no phone or verbal questions will be accepted). The County is not responsible for the delivery or timeliness of the delivery of any questions submitted. It is the sole responsibility of the provider to ensure delivery of faxed and emailed messages.

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency exists in the RFP, the vendor should immediately notify the procurement administrator of such error and request modification or clarification of the RFP document. In the event that it becomes necessary to provide a correction or clarification which revises any part of this RFP, a written amendment will be sent to all recipients of this RFP and will be posted to Vendornet. Questions to any person other than the contact listed above will not receive a response.

1.4 Calendar of events
Listed below is a schedule showing key dates related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by Dunn County. In the event that Dunn County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP via the internet or email.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/14/2019</td>
<td>Post RFP</td>
</tr>
<tr>
<td>11/20/2019</td>
<td>Proposer Questions Due – 2:00pm local time</td>
</tr>
<tr>
<td>12/04/2019</td>
<td>DUNN COUNTY Responses released</td>
</tr>
<tr>
<td>12/10/2019</td>
<td>RFP Due Date – 2:00pm local time</td>
</tr>
</tbody>
</table>

1.5 Document Opening
Proposals will be opened after the submittal deadline. There will be no public opening of the proposals received in response to this solicitation. Information such as pricing, etc. shall not be available to the public until a notice of intent for award is issued.
1.6 Contract term and funding
The Deputy Director of the Dunn County Department of Human Services shall be the
administrator of any contract resulting from this RFP. The contract shall be effective on the date
a contract is signed by both parties. It is specifically understood that any contract is subject to
statutory authorization and available funding.

The personnel to be retained under this contract are intended to start work on January 1, 2020
and the contract shall be in force for twelve (12) months if it begins on that date. There shall
be annual reviews and options to renew one-year contracts for up to six (6) additional years
upon mutual agreement of both the County and the contractor. All Federal Certifications and
Assurances included in this document shall be incorporated into the resulting contract.

The prices quoted shall not increase throughout the initial contract period. The price charged
in renewal contracts shall be negotiated with the County. The provider shall certify that the
prices quoted to Dunn County are consistent with those it charges other customers for the
same or equivalent services.

1.7 Amendments to the contract
Amendments to the contract by adding or deleting specific services will be allowed to provide
for services required or no longer required by Dunn County. All amendments, modifications or
clarifications shall be in writing signed by the Proposer and Dunn County. No payment for
services shall be made until an amendment, modification or clarification has been signed by
both parties.

1.8 Proprietary Data
Submittals and any other information submitted by Proposers in response to this RFP shall
become the property of Dunn County. Proposers must clearly identify any proprietary
information that the contractor does not want disclosed to the public. Each page of proprietary
information must be clearly marked “CONFIDENTIAL”. Dunn County and its contract
evaluators and negotiators may use data or information so identified in performing their duties.
Disclosure of any proprietary information by Dunn County shall be in accordance with the laws
and regulations regarding disclosure in force in the State of Wisconsin.

1.9 Responsibility of Dunn County
The Deputy Director of the Dunn County Department of Human Services shall be the contract
person once a contract is signed and will serve as the liaison for Dunn County concerning any
contract issues resulting from this RFP. The Deputy Director shall be available during regular
business hours to address concerns of the provider.

Dunn County will supply additional background information as requested if submitted to Dunn
County by the question due date specified in Section 1.4.

2 PREPARING AND SUBMITTING A PROPOSAL

2.1 General instructions
The evaluation and selection of Proposals will be based on the information submitted in
response to the RFP plus information obtained from references. Incomplete submittals and
those not meeting the format requirements will be evaluated only if deemed in the best interest
of the County. The Proposer should respond with sufficient detail for Dunn County and its
evaluators to clearly understand the proposal.

2.2 Incurred costs
Dunn County is not liable for any cost incurred by proposers in replying to this RFP. Dunn
County reserves the right to accept or reject any or all proposals and to waive technicalities in
any proposal or part thereof deemed to be in the best interest of Dunn County.
2.3 Proposal Format
RFP submittals must be submitted in the format outlined in this document, referencing each respective section being addressed. Submittals will be evaluated solely on their responsiveness to the requirements of this procurement and not on information which a proposer includes but is not relevant to this RFP.

The response to the RFP shall be submitted in a three-ring or spiral-bound binder with sections tabbed as listed below.

- Table of Contents
- Executive Summary
- Section I – Background, Experience and Qualifications
- Section II - Technical Approach
- Section III - Financial
- Section IV - Performance Contract Documents
- Appendix
- W-9

2.4 Table of Contents
Each RFP shall include a table of contents properly indicating the section and page numbers of the information included. Pages shall be numbered consecutively from the beginning of the document to assist in finding relevant information.

2.5 Executive Summary
Each RFP shall include a concise abstract one (1) page stating the proposer's overview of the project. This should be used to summarize the scope of services that would be offered by your firm.

2.6 Proposers must submit proposals by date/time listed in Section 1.4

One (1) original and three (3) copies of the proposal;
One (1) original of the cost proposal (Submitted in SEPARATE SEALED ENVELOPE).

All proposals shall be date/time stamped in by the Administration Department when received. Proposals not so stamped will not be accepted. Receipt of a proposal by another department in Dunn County does not constitute receipt of a proposal by the Administration Department of this RFP.

Dunn County will not accept electronic or faxed responses. Electronic and faxed responses will be rejected.

2.7 Fixed price period
All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

2.8 All costs represented
The cost proposal form in Section 5 represents all costs to be considered in making comparisons in order to award the contract. Dunn County will not pay fees for services not itemized on the bid.

3 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Proposal scoring
Proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in rejection of the proposal. In the event that all proposals do not meet one or more of the mandatory requirements, the evaluation committee
reserves the right to continue evaluation of the proposals which most closely meet the
mandatory requirements of the RFP.

The Proposer’s response to each of the requirements of this RFP shall be independently
evaluated by each member of an evaluation committee, consisting of individuals who have
been selected because of their special expertise and knowledge of the services that are the
subject of this RFP. Proposers may not contact members of the evaluation committee at any
time during this procurement process. The evaluation committee’s scoring will be tabulated by
the procurement administrator, and proposals will be ranked on the basis of their total scores.
The cost portions of the proposals will remain sealed and unopened at this time.

Proposer’s response must demonstrate an understanding of all the requirements. This may
be done by citing how the Proposer has met these requirements in other similar situations.
Each proposal shall be evaluated in all areas listed in Section 3.3. Failure of a proposer to
provide clear and accurate information within submitted documents may be reflected in the
scoring of evaluators. Upon the request of the evaluation committee, the procurement
administrator may initiate inquiries for the purposes of confirming or verifying proposal
information already provided. The evaluation committee and its members will not contact any
proposer except through the procurement administrator.

An interview process may be deemed necessary by the evaluation committee and may be
scheduled with one or more proposers to clarify and explain information given in the written
submission. Such interviews shall be scheduled at a time and in a manner agreeable to the
proposer, so failure to accommodate or fulfill interview requests from the committee through
the procurement administrator may result in rejection of a proposal.

3.2 Right to reject proposals and negotiate contract terms
Dunn County reserves the right to select the proposal deemed to best meet the requirements
of the county, which may not be the lowest cost proposal. The evaluation committee reserves
the right to reject any and all proposals at any time during the evaluation process.

The County may negotiate terms of contract with the selected Proposer based on the
requirements in this RFP and the selected Proposer’s response thereto. Dunn County
reserves the right to waive any irregularities and technicalities that are not germane to a
Proposer’s ability to meet the requirements of the RFP.

3.3 Evaluation Criteria
The proposal will be evaluated according to the following criteria:

<table>
<thead>
<tr>
<th>Section Name</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Background, Experience and Qualifications</td>
<td>30%</td>
</tr>
<tr>
<td>Technical Approach</td>
<td>30%</td>
</tr>
<tr>
<td>References</td>
<td>10%</td>
</tr>
<tr>
<td>Direct Employee Costs</td>
<td>10%</td>
</tr>
<tr>
<td>Administrative and Overhead Costs</td>
<td>20%</td>
</tr>
</tbody>
</table>

3.4 Final Evaluation, Award and Final Offers
Based on information obtained through any inquiries, reference checks and interview process,
the evaluation committee shall review their evaluations and may make adjustments to their
individual scores. The procurement administrator shall make any changes in the scoring
tabulation required by these adjustments, and the final rankings will be determined. Once
there are no further criteria to be considered, and procurement administrator may open and
score the cost proposal portions and tabulate final scores.
Dunn County intends to award a contract to the proposer whose response best meets the requirements of the RFP as reflected in the above criteria. The requirements of this RFP reflect the needs of the county.

There is no financial obligation on behalf of the County until a contract is signed. The contract shall be effective on the date of approval by Dunn County. Dunn County shall not be responsible for work done, even in good faith, prior to approval the contract. The selected Proposer will be considered the prime contractor and shall designate a contact person with regard to all contractual matters at the time the contract is signed.

3.5 Notification of Intent to Award
All parties who respond to this RFP will be notified of Dunn County's intent to award the contract as a result of this RFP.

4 SPECIFICATIONS
This RFP is for specific professional staff, needed to conduct Human Services operations. Positions include the following:

Behavioral Health Case Manager (Bachelor level & Masters level)
Psychiatric Social Worker
CCS Lead Clinical Coordinator
Community Support Program Case Manager
Case Worker
Social Worker
Caregiver Coordinator
CCS – CLTS Service Facilitator
Medication Monitor
Social Service Aide
Social Service Tech
Secretary
Legal Secretary
Family Treatment Court Coordinator
Dining Center Manager

Position descriptions are included in the addendum, staffing levels (base wages) are listed in Exhibit B. It should be noted that the Dunn County Department of Human Services frequently seeks to expand the type and number of positions leased from vendor as need arises.

4.1 Section I – Background, Experience and Qualifications
Section I should provide an overview of the organization’s approach to this project. This may include an organizational vision or mission statement. Include your firm’s experience and commitment in working with governmental bodies.

A. Firm Profile: Provide general information on the responding firm, including: name, business address, telephone number, officers of the firm, and contact person(s) for this procurement. Provide the year the Proposer's firm was established, and former firm name(s) if applicable. State the number of years your firm has offered personnel contracting services. Indicate the number of full-time personnel employed by your firm, separately listing the number of administrative personnel and the number of employees currently employed in staffing assignments. Identify the individual(s) in your firm who administer these contracts, and the individual who will be the project administrator for the Dunn County contract.

B. Proposer’s Team Information: Provide a project organizational chart that identifies the administrative employees of the Proposer's firm that would administer and manage the project. Specify the team members by their name, job title, and training. A brief resume of
all individuals involved in the administration of this project should be included, and the evaluation committee shall evaluate these credentials as part of the score for “Experience and Qualifications.” If the Proposer has more than one office which will be involved with the project, indicate the personnel from each office assigned to this project.

C. References: Provide a minimum of three (3) Performance Contracting references for projects of similar size, scope, and complexity located in Wisconsin (if available) indicating the Proposers recent experience with government institutions. References should be for projects where the Proposer is the prime contractor. Each reference should include the following:

- **Project Identification:** Name of project owner and type of project. Dunn County is especially interested in receiving references from projects that most closely match our process. Please note the contracts that were for government clients.
- **Project Date:** Start and end dates
- **References:** Names and contact information of references

### 4.2 Section II – Technical Approach

Section II should outline your policies and approach to leasing staff for various positions at the Dunn County Human Services Department. The vendor is responsible to have leased staff available to provide the services identified in the position descriptions during all hours of operation (holidays consistent with Dunn County). The vendor shall be responsible for providing leased individuals who meet the qualifications of each position. Dunn County may request and fund advanced training for employees after hire. Dunn County Department of Human Services, through its management staff, will retain full control of employee work assignments and will communicate to the vendor and it representatives any performance issues regarding an employee or problems with an employee’s fitness to perform the assigned duties on a given day. The vendor shall keep records of any disciplinary actions taken regarding leased employees.

The leased employees shall perform services on behalf of the vendor for the County during the contract term. All leased employees shall be the employees of the vendor and will not be considered employees of Dunn County for any purpose. No County benefits are available to the vendor or its employees. The vendor assumes full responsibility for the actions of all such personnel while performing contracted services and for payment of their compensation including withholding of income taxes, withholding and payment of social security and other payroll taxes, worker’s compensation, and disability benefits to the extent applicable to the personnel involved. The vendor shall consult with Human Services management staff to determine the best method of shared performance evaluation of leased staff. Human Services management staff may participate in any presentation of an employee evaluation to a leased employee by mutual agreement of the proposer and Human Services management.

The Dunn County Department of Human Services is responsible for:

- All program development and coordination
- Decision of work schedules and hours (holidays to be coordinated to coincide with Dunn County)
- Selection of work site(s) and work assignments
- Work with vendor to determine best qualified individual for the position.

Describe your organization’s approach to each of the items below.

- Recruiting/screening prospective employees to meet the needs of the Dunn County Department of Human Services.
- Advertising for employees (area covered and media used)
- Background checks / other tools
- Assure competence and qualifications of all individuals assigned to Dunn County
- Provide initial HIPAA training at time of hire
- Hiring/firing employees and other legal issues
- Describe your personnel policies and procedures (attach if available)
How will you assure employees comply with County work rules/policies/procedures
Labor Law compliance
Employee performance reviews, discipline & annual appraisals.
Employer FICA match
State and Federal Unemployment
Workers Compensation insurance, administration Professional Liability and General Liability Insurance
Payroll frequency and reporting
Compliance with the Federal Certifications and Assurances
Fringe Benefits (i.e. PTO, years of services, health insurance, etc.) for full time employee. Give specific details on benefits; and what level(s) an employee obtains the benefits (i.e. days/years of service)
Fringe Benefits (i.e. PTO, years of services, health insurance, etc.) for part time employee. Give specific details on benefits; and what level(s) an employee obtains the benefits (i.e. days/years of service).
Conform to all guidelines/procedures in attached service contract (Exhibit A).

The qualifications listed under each Job Description must be met by each employee before undertaking an assignment with the Dunn County Human Services Department under any contract resulting from this Request for Proposals. See addendum for current job descriptions.

4.3 Section III – Financial Information. Provide full disclosure of all lawsuits and claims filed against proposer in the past five (5) years

4.4 Section IV – Performance Contract Documents
A. Contract Documents: Provide a copy any contract documents that you propose be used for this project.

4.5 Appendix
A. Official Statement by Proposer: The RFP submittal must contain a statement to the following effect, signed by an individual authorized to bind the Proposer:

- Summarize that you understand the RFP requirements;
- Indicate who will be the Proposer’s authorized representative, including name, title, address, e-mail address, phone and fax. The person identified shall be empowered to make binding commitments for the Proposer;
- The Proposer has read and agrees to the terms and conditions set forth in this RFP;
- The terms and conditions set forth in the submittal will remain open for at least 120 days from the deadline for submittal;
- Commitment to beginning the project within 45 days of finalizing the contract;
- Proposer understands Dunn County may award a contract in part, in full, or give no award at its discretion;

Submittals must be signed by a company official(s) authorized to commit to such submittals. Failure to execute, sign and submit this form together with all required copies of the submittal package will be a basis for disqualification.

NOTE: Proposers are encouraged to include any additional descriptions of their qualifications and experience germane to the requested information in the Appendix. Any lengthy documents should be summarized in the main body of the qualifications with supporting information included in appendixes.
5.0 COST PROPOSAL

Proposers must fill out the attached “Dunn County – Personnel Services (Human Services Department) Signature Page and Cost Proposal” and submit as indicated in Section 2.6. Cost proposals will be evaluated in the following way:

Exhibit B details a compensation grid for leased staff and anticipated wage progression for five years. The age grid may adjust annually based on cost of living increases. Some current staff are grand-fathered in at rates higher than what is reflected on the grid.

Cost proposals will be evaluated under two criteria:

The first element of cost will include direct employee costs, including fringe benefits such as health insurance, paid time off, life insurance, etc. Ten (10%) of the total score of the RFP will be determined from Column C of the Cost Proposal. The lowest total cost/percentage in this column will receive the maximum score.

The second element shall be the proposer’s overhead and administrative costs. Twenty (20%) of the total score of the RFP will be determined from Column D. Again, the lowest cost/percentage receives the maximum score.

The amount shown in the total expenses line in Column E will be the basis for the contract if agreed to by both parties.
DO NOT send to IRS

State of Wisconsin
Dunn County
Substitute W-9

Taxpayer Identification Number (TIN) Verification

Print or Type
Please see attachment or reverse for complete instructions.
This form can be made available in alternative formats to qualified individuals upon request.

5 Legal Name  (as entered with IRS)
If Sole Proprietorship or LLC Single Owner, enter your Last, First, MI.

6 Trade Name
Enter Business Name (if different from above)

Remit Address  (where check should be mailed)
PO Box or Number and Street, City, State, ZIP + 4

Order Address  (where order should be mailed; only if different from remit)
PO Box or number and street, City, State, ZIP + 4

1099 Address  (for return of 1099 form; only if different from remit)
PO Box or number and street, City, State, ZIP + 4

Entity Designation  (check only one) Required
☐ Individual/ Sole Proprietor
☐ Corporation (includes service corporations)
☐ Limited Liability Company – Partnership
☐ Limited Liability Company – Sole Proprietor
☐ Limited Liability Company - Corporation
☐ Government Entity
☐ Hospital Exempt from Tax or Government Owned
☐ Long Term Care Facility Exempt from Tax or Government Owned
☐ All Other Entities

Taxpayer Identification Number (TIN) Required
If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you show the SSN.

Check Only One  Required (see “Instructions”)
☐ Social Security Number (SSN)
☐ Employer Identification Number (EIN)
☐ Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)

6.1 Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name
Printed Title
Telephone Number ( )
Signature
Date (mm/dd/ccyy)

For Agency Use Only
Return completed form via facsimile machine or to the address listed below.

Failure to file this form will require Dunn County to begin backup withholding of 28% on future payments and mail to the IRS.

If an effort to be sustainable Dunn County requests (whenever possible) you email this completed form back to the Dunn County employee/department with whom you are working.
### Cost Proposal
Dunn County – Personnel Services (Human Services Department)

<table>
<thead>
<tr>
<th>Position</th>
<th>Maximum Hours/ No. of Employees</th>
<th>Column C</th>
<th>Column D</th>
<th>Column E</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full time exempt staff position</td>
<td>2,080 hours / currently 13</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full time non-exempt staff position</td>
<td>2,080 hours / currently 15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part time non-exempt staff position (up to 1560 hours)</td>
<td>Up to 1560 hours / currently 11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Direct Employee Costs = Cost in addition to the hourly base wage established by Human Services Department (See Exhibit A).

*Additional delineation of cost based on insurance coverage, such as employee elects to receive health insurance or not, is preferred.*
PROPOSAL SUBMISSION REQUIREMENTS

A. No information provided verbally, or by any other personnel, will be considered binding. All proposers should use this written document and its attachments as the sole basis for proposal at this time.

Additionally, DUNN COUNTY prohibits communication initiated by the proposer to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

B. CONTENTS OF PROPOSAL - All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.

If an oral presentation/interview is required of selected finalists, it shall be at the proposer’s expense. However, an award may be made without discussion with the proposers. Therefore, proposers are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.

C. NONCONFORMING TERMS & CONDITIONS - A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as non responsive. Dunn County reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

D. ALTERNATE PROPOSALS - An alternate proposal is viewed by the County as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its prime proposal. The County may consider or reject any or all alternate proposals submitted.

E. RESERVATIONS - This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. Dunn County reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Dunn County to do so.

F. NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS - No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.

G. AMENDMENT OF PROPOSALS - By County: Requests for Proposals may be amended by the Procurement office in response to the need for further clarification, specifications and/or requirements changes, new opening date, etc.

By Vendor: Proposals may only be amended after receipt by the Procurement office by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by Dunn County.

H. WITHDRAWAL OF PROPOSALS - Proposals may be withdrawn only in total and only by a written request to the Procurement office prior to the time and date scheduled for opening of proposals.

I. OTHER CONSIDERATIONS - Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the proposer as deemed appropriate.
1. INSURANCE REQUIREMENTS - Proposer shall agree that it will, at all times during the term of the contract, keep in force and effect insurance policies in accordance with the provisions below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Dunn County will be named as additional insured with respect to General Liability. Prior to execution of the written contract, the successful proposer shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or no renewal during the term of the contract.

2. APPLICABLE LAW - Any law suits related to or arising out of disputes under this contract shall be commenced and tried in the Circuit Court of Dunn County, Wisconsin and Dunn County and successful proposer shall submit to the jurisdiction of the Circuit Court for such lawsuits.

3. NONDISCRIMINATION - Dunn County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental handicap in regard to any position for which qualified.

Further you are advised that as a contractors, subcontractors, vendor, or lessee of Dunn County, you may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract or purchase order shall constitute your agreement that you will not discriminate against any employee or applicant for national origin, age, or physical or mental handicap in regard to any position for which qualified; and that you will comply with other specific requirement of these laws. In the event of noncompliance with the nondiscrimination clause, this purchase order or contract may be canceled, terminated, or suspended in whole or in part you may be declared ineligible for further contracts or purchase orders.

4. INDEPENDENT CONTRACTOR STATUS - The Proposer agrees that it is an independent Contractor with respect to the services provided pursuant to this contract. Nothing in this contract shall be considered to create the relationship of employer and employee between the parties.

5. AMENDMENTS TO CONTRACT - This contract may be modified only by written amendment to the contract, signed by both parties.

6. AUDITOR ACCESS - In the event that Dunn County deems it necessary to conduct an audit or inspection, Proposer shall, during normal business hours, furnish or make available at a time and place designated by Dunn County and in the form required by Dunn County, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in Proposer’s custody or control.

Proposer shall provide Dunn County inspectors or auditors access to all property, equipment and facilities in Proposer’s custody or control relating to this contract. Proposer shall be expected to provide, at Proposer’s expense, reasonable time and the Proposer’s personnel as may be required for Dunn County inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

7. PUBLICITY RELEASES - Proposer agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Dunn County.

8. INDEMNIFICATION AND DEFENSE OF SUITS - The Proposer agrees to indemnify, hold harmless, and defend Dunn County, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful proposer, its employees, agents or subcontractors.

9. FORCE MAJEURE. If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period of nonperformance exceeds fifteen (15) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Contract.

10. TERMINATION OF CONTRACT FOR CAUSE - If, through any cause, the Proposer shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Proposer shall violate any of the covenants, agreements, or stipulations of this contract, Dunn County shall have the right to terminate this Contract by giving written notice to the Proposer specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Proposer under this contract shall, at the option of Dunn County, become the property of Dunn County.

Notwithstanding the above, the Proposer shall not be relieved of liability to Dunn County for damages sustained by Dunn County by virtue of any breach of the contract by the Proposer, and Dunn County may withhold any payments to the Proposer for the purpose of set off until such time as the exact amount of damages due to Dunn County from the Proposer is determined.

11. PREVAILING WAGE - The contractor shall abide by the State of Wisconsin, Department of Workforce Development prevailing wage requirements (State Statute 60.0903) if applicable.

12. INVOICING - The County is subject to payment provision of 1989 Wisconsin Act 233. The County, after receipt of a properly completed invoice or receipt and acceptance of the property or service whichever is later, will make payment within thirty (30) days as long as the properly completed invoice or receipt is received on or before the 4th of the month. If a properly completed invoice or receipt is not received by the 4th of the month, the contractor waives the right to collect interest under 1989 Wisconsin Act 233 if payment is not made within thirty (30) days.

13. TAXES - Dunn County and its Departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below:

1. Dunn County, including all of its departments, is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco product, motor vehicle fuel engine oil, and aviation fuel. However, Dunn County is exempt from payment of State of Wisconsin sales or user tax on this purchase. Dunn County may be subject to other state taxes on its purchases dependent upon the laws of that state.

2. Contractors performing construction activities are required to pay state user tax on the cost of materials.

3. The Wisconsin Department of Revenue does not issue state sales exempt numbers to Counties per Wisconsin Statute 77.54(9)(a).

14. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

1. By signing this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

a. The process in this proposal has been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor; and

15. CONTRACT - The Proposer will be required to enter into a formal contract with Dunn County. Any contract resulting from the acceptance of the proposal shall be on forms supplied by the County.
Dunn County Department of Human Services  
2020 Purchase of Services Contract

I. Parties and Contract Period

This contract is between Dunn County Department of Human Services whose business address is 3001 US Hwy 12 East, Suite 160, Menomonie, WI 54751, hereinafter referred to as Purchaser and Provider, whose business address is , hereinafter referred to as Provider. This contract is to be effective for the period .

The Provider employee responsible for day-to-day administration of this contract will be whose business address is (see above). In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

The Purchaser employee responsible for day-to-day administration of this contract will be Dale Tickler, Deputy Director, ph. 715-232-1116, whose business address is (see above). In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

II. Services to be Provided

Subject to the terms and conditions set forth in the State/County Contracts for Social Services and Community Programs, and Community Youth and Family Aids Programs. Purchaser agrees to purchase for, and Provider agrees to provide to, eligible clients the services as described in detail in this contract.

III. Payment for Services

Purchaser and Provider agree:

A. The total amount to be paid to Provider by Purchaser for services provided in accordance with this Contract shall not exceed the contracted dollar amount (SEE ATTACHED “PROVIDER AGENCY CONTRACT SUMMARY”). The Provider agrees that the total cost for service provided and the rate (per hour, day, month, year) and the number of clients served will be: (SEE ATTACHED “PROVIDER AGENCY CONTRACT SUMMARY”).

The number of people to be served, number of units, and contract amounts are estimates for the purpose of the Contract. The Dunn County Department of Human Services pays for actual units of services approved and received by consumers. Specific expenditures within the categories of the Contract Summary may vary. However, the total cost of the Contract is controlling unless a Contract Amendment is signed.

B. Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided. If the Provider fails to return funds paid in excess of the allowable costs, Purchaser shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider. The allowable costs shall be determined pursuant to the Department of Health and Family Services' Allowable Costs Policy Manual.
C. If the Provider requests an advance payment in excess of $10,000, the Provider agrees to supply a Surety Bond per s.46.036(3)(f), Wis. Stats. The Surety Bond must be for an amount equal to the amount of the advance payment. The advance payment may be up to one-twelfth (1/12) of an annual contract. If the contract period is for less than twelve months, the contract amount may be adjusted in amounts no greater than the amount determined by dividing the contract amount by the number of months in the contract period.

IV. Billing and Collection Procedures

A. The Provider shall charge a uniform schedule of fees as defined in s.46.03(18), Wis. Stats., unless waived by the Purchaser with written approval of the Department of Health and Family Services.

B. Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

C. The billing and collection efforts of the Provider may be limited at the discretion of the Provider to the submission of not more than two statements to the client's responsible party or the processing of their third party payment claim forms. Although the Provider may, at its discretion, use more extensive billing and collection procedures, Provider shall not be obligated to institute suit to collect sums due, nor to undertake any other collection procedure with respect to third party payment sources or the client. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.

V. Eligibility Standards for Recipients of Services

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by Purchaser. An individual is entitled to the right of an administrative hearing concerning eligibility and the provider shall inform individuals of this right.

VI. Indemnity and Insurance

A. Provider agrees that it will at all times during the existence of this Contract indemnify Purchaser against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser.

B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Upon the execution of this Contract, Provider will furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing to be given to Provider by certified mail, addressed to its post office address.

VII. Affirmative Action/Civil Rights Compliance

A. The Provider agrees to submit to the Purchaser a current copy of the Subrecipient Civil Rights Compliance Action plan for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act
of 1981 and the Americans with Disabilities Act (ADA) of 1990. The Provider shall attach its individual CRC Action Plan as part of this contract. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a 3-year period.

B. The Provider agrees to the following provisions:

No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to service delivery and treatment in all programs and activities.

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, or ancestry, handicap (as defined in Section 504 and the Americans with Disabilities Act (ADA), physical condition, developmental disability (as defined in s.51.05 (5)), arrest or conviction record (in keeping with s.111.32) sexual orientation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services and applicants for employment and employees. The complaint process will be according to Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees.

The Provider agrees to comply with the Purchaser's civil rights compliance policies and procedures.

The Provider agrees that through its normal selection of staff, it will employ staff with special translation or sign language skills or find persons who are available within a reasonable time and who can communicate with non-English speaking or hearing impaired clients; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; and make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually impaired. Informational materials will be posted and/or available in languages and formats appropriate to the needs of the client population.

C. The Purchaser will take constructive steps to ensure compliance of the Provider with the provisions of this subsection. The Provider agrees to comply with Civil Rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective actions plans that result from any reviews.

IX. Contract Revisions and/or Terminations

A. Renegotiation

This contract or any part thereof may be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) monies available affecting the substance of this Agreement.

B. Failure to comply with any part of this contract may be considered cause for revision or termination of this contract
C. Revisions of this contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.

D. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this contract.

E. If Purchaser finds it necessary to terminate the contract prior to the contract expiration date for reasons other than non-performance by the Provider, actual costs incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.

F. Either party may terminate this contract by a 60-day written notice to the other party. Upon termination, the Purchaser’s liability shall be limited to the costs incurred by the Provider up to the date of termination. If the Purchaser terminates the contract for reasons other than non-performance by the Provider, the Purchaser may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties. If the Purchaser terminates the contract for the Provider’s breach, the Provider may be liable for any additional costs the Purchaser incurs for replacement services.

X. Resolution of Disputes

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

XI. Records

A. Provider shall maintain such records and financial statements as required by state and Federal laws, rules, and regulations.

B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the Purchaser, the Department of Health and Family Services and its authorized agents, and Federal agencies in order to confirm Provider’s compliance with the specifications of this contract.

C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider’s or Purchaser’s responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client’s legal guardian.

XII. Reporting

Provider shall comply with the reporting requirements of Purchaser.

XIII. Provider Responsibilities

Provider agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contractual agreement. In addition, Provider shall:

A. Cooperate with the Purchaser in establishing costs for reimbursement purposes.

B. See Section XIX for audit language.
Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.

C. Transfer a client from one category of care or service to another only with the approval of the Purchaser.

D. If the Provider obtains services for any part of this Agreement from another vendor, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Purchaser for approval.

E. The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Purchaser may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 23 “Special conditions for high risk contract” or for revising or terminating the contract under Article 21 “Revision or termination of the contract.”

XIV. Conditions of the Parties Obligations

A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health and Family Services shall serve to terminate this Agreement, except as further agreed to by the parties.

B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

C. The Purchaser shall insure that the Provider meets applicable state certification and licensure requirements.

E. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

F. Purchaser shall be notified in writing of all complaints filed in writing against the Provider, within 30 days of receiving the complaint. Provider shall inform the Purchaser in writing of the resolution of the complaint.

G. Purchaser shall receive from the Provider a copy of the most recent licensing or certification report concerning the provider.

XV. Client Rights and Grievances

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure in an area readily available to clients and staff of the program.

XVI. Caregiver Background Checks
A. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of HFS 12, Wis. Admin.Code (on-line at http://www.legis.state.wi.us/rsb/code/index.html).

B. The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the Purchaser under this contract if such employee has actual, direct contact with the clients of the Purchaser. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health and Family Services, and the Department of Regulation and Licensing, as well as out of state records, tribal court proceedings and military records, if applicable.

C. After the initial background check, the Provider must conduct a new caregiver background search every four years, or at any time within that period when the Provider has reason to believe a new check should be obtained.

D. The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The Purchaser may audit the Provider’s personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Manual (on-line at http://www.dhfs.state.wi.us/caregiver/publications/CgvrProgMan.htm).

E. The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

F. The Provider shall notify the Purchaser in writing within one business day if an employee has been charged with or convicted of any crime specified in HFS 12.07(2) (on-line at http://www.legis.state.wi.us/rsb/code/index.html).

XVII. License, Certification and Staffing

A. The Provider shall meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Provider to this contract when returning the signed contract to the Purchaser. During the contract period, the Provider shall also send the Purchaser copies of any licensing inspection reports within 5 business days of receipt of such reports.

B. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

XVIII. Independent Contractor

Nothing in this contract shall create a partnership or joint venture between the Purchaser and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Purchaser.

XIX. Audit Requirements

A. The provider shall submit an annual agency-wide audit to the purchaser if the total amount of annual funding provided by the purchaser through this and other contracts is $100,000 or more.
B. The audit shall be in accordance with the requirements of OMB Circular A-133 if the provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit shall also be in accordance with:

1. The State Single Audit Guidelines, if the provider is a local government that meets the criteria of OMB Circular A-133 for needing an audit in accordance with that Circular or

2. The Provider Agency Audit Guide for all other providers.

C. Source of funding: Will be provided to the Provider upon request at the end of the contract for audit purposes.

D. Reporting Package: The provider shall submit to the purchaser a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); and (d) management responses/corrective action plan for each audit issue identified in the audit.

E. Additional supplemental schedule: In addition to the supplemental schedules listed under D, the reporting package shall include a supplemental schedule showing revenue and expenses for this contract if the purchaser determines that that information in the Schedule of Federal and State Awards (program and agency-wide audits) and the Statement of Functional Revenue and Expenses (agency-wide audits only) does not meet its information needs.

F. Submitting the Reporting Package: The Provider shall submit the required reporting package to the Purchaser within 180 days of the end of the Provider’s fiscal year.

G. Access to auditor's work papers: When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Purchaser. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

H. Failure to comply with the requirements of this section: In the event that the Provider fails to have an appropriate audit performed or fails to provide a complete audit report to the Purchaser within the specified timeframes, the Purchaser may:

1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;

2. Charge the Provider for all loss of Federal or State aid or for penalties assessed to the Purchaser because the provider did not submit a complete audit report within the required time frame;

3. Disallow the cost of audits that do not meet these standards; and/or

4. Withhold payment, cancel the contract or take other actions deemed by the Purchaser to be necessary to protect the Purchaser’s interests.

A. The Provider 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 Provider provides or purchases with funds provided under this contract.

B. In addition, certain functions included in this agreement may be covered within HIPAA rules. As such the Purchaser must comply with all provisions of the law and may determine that Provider is a “Business Associate” within the context of the law. As a result, the Purchaser may require Provider to sign and return a Business Associate Agreement, which will be included and made part of this agreement.

XXI. Signatures

A. This contract is agreed upon and approved by the authorized representatives of Dunn County Department of Human Services and as indicated below.

B. This contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty days.

For Purchaser: ___________________________________ Director ___________________________________
Name Title Date

For Provider: ___________________________________ 
Name Title Date
### EXHIBIT B

1/1/2020-12/31/2020

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