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# Request for Proposal

Assessment Worker  
Red Cliff Elderly Nutrition Program  
Red Cliff Band of Lake Superior Chippewa

## **1.1 Statement of Purpose**

The Red Cliff Family and Human Services Division is submitting a Request for Proposal (RFP) to the general public for a community member to contract as an assessment worker who has compassion for meeting the growing needs of the elder population Red Cliff Elderly Services Department. The Red Cliff Band of Lake Superior Chippewa has been awarded contracts from the Bader Philanthropies, Inc. and the Bremer foundation. The Red Cliff Family and Human Services Division currently administers this grant funded project for the Tribe.

The Elderly Services Department is seeking a caring assessment worker to interview elders through home visits to determine the specific needs for Tribal elders living on the Reservation.

The overall objective of this contractual service is to utilize a questionnaire that will address the following areas: emotional and mental wellbeing, physical health, home maintenance, socialization and personal care. The assessment worker will meet with each elder up to 4 hours at the convenience of the individual, in multiple visits, to visit, listen, and understand their unique strengths and needs of our which will enhance their quality of life.

In September, 2014, the Red Cliff Tribal Council passed a motion to become a Personal Care Agency. This entails the Tribe providing direct services for home health care of individuals living within the Red Cliff Community. Based on the initial estimates of eligible individuals to receive services and billing to the State of Wisconsin Medicaid State plan, the potential revenues of the Red Cliff Personal Care program can be implemented to hire staff and implement supportive services.

## **1.2 Background Information**

The *Elder Voices Project* will be administered by the Family and Human Services Division, that administers programs offering a variety of services for elders, families, and children. The Division successfully manages a budget of over \$3,610,000 per year and employs 29 staff. The scope of Family Services current grant and continuing appropriations includes administration of:

BIA General Assistance, Violence Against Women Grant/Family Violence Prevention Program, Home Energy Assistance Program, Food Distribution, Nutrition Education, Summer Lunch Program, Elderly Program, Temporary Assistance to Needy Families, Prisoner Reentry Support Project, Coordinated Services Teams, Brighter Future Initiatives, Child Support and Youth Services Department.

The mission of the Elderly Program within the Family Services division is to provide a broad range of quality life enhancing services to our elderly community that enhance their ability to live well and age with grace, incorporating Traditional Cultural Values in all aspects of the Department work. This includes:

advocacy, direct service provision through assistance, transportation, care coordination and follow up, nutritious congregate and home delivered meals, support to family caregivers, health and prevention education and continuous networking, resource identification and facilitating linkages, education and outreach on methods to improve health and available resources.

The Elderly Services Program will implement this project on the Red Cliff Reservation. Our target population is comprised of Red Cliff elders ranging in age from 55 to 80+, including approximately 270 individuals. Because of its remote, rural and low-income character, meeting the needs of our elderly community can be challenging. Our elderly population will increase by 50% in the next 5 years and subsequently, double in the next 10 to 15 years.

## **1.3 Scope of Work**

### **1.3.1 The following are services being solicited:**

1. Under the supervision of the project social worker, conduct home visits with Red Cliff Tribal elders to complete assessments consisting of: physical health, emotional and mental wellbeing, socialization, personal care and home maintenance.
2. Gather data for future planning.
3. Assist in the evaluation of each personal assessment with the elder, Elder Services Program Director, and Social Worker to develop a personal plan.

### **1.3.2 Contractor Responsibilities:**

- Communicate at least one time per week with the Social Worker about the success and challenges of completing home visits.
- Submit monthly reports and invoices on schedule, to be determined, to the Program Director for review and submission for payment for contractual services rendered.
- Meet monthly with the Elderly Program Director and the Family and Human Service Administrator.
- Complete all required training set forth by the Social Worker and Elderly Program Director.
- Notify the Program Director and Social Worker if a service cannot be performed or delivery of a product may be delayed or is not possible.
- Work with the Program Director to reassess, correct and/or modify any inconsistencies in contract services or deliverables.
- Make available all work products or a description of services in writing for future program use.
- Adhere to all components of the contractual agreement.

## **1.4 Outcome of Performance Standards**

### **1.4.1 Outcome Targets:**

1. We will impart a sense of empowerment to our elders through the personal plan process and encouragement to make changes in their lives that will enhance their quality of life.
2. Establish relationships with elders who are isolated.
3. More elders will be emboldened and informed to access the programs and services available to them.
4. Generate the baseline data necessary to qualify for Money Follows the Person (MFTP), a new Medicaid program recently expanded under the Affordable Care Act.

- a. Money follows the Person program will provide long-term care related contact. Personal Plan follow-up will also be self-sustaining through Medical Assistance targeting case management to qualified individuals.

**1.4.2 Process for Corrective Actions:**

1. Contractor will be fully informed of specific duties and deliverables required under the contractual agreement.
2. When a deviation is made from the required deliverables or deliverable timeline without prior consultation and approval by program staff, (i.e. Program Director and other leadership team members as deemed appropriate) the contractor will be given a written Corrective Action notice detailing the deviation and outlining the expected corrective action.
3. If the contractor fails to comply with the Corrective Action notice, the Administrator will initiate the process of contract termination as outlined with guidance from the Tribe’s legal council.

**1.5 Deliverables**

<b>Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
Complete home visits with Red Cliff tribal elders to gather information about their needs.	Contractor will meet with 270 elders up to 4 hours total to gather information through the story telling process during home visits. Information will be documented on the newly developed assessment tool.	Signed Contract Date	9/31/2016
<b>Reports</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
Monthly report and invoice	A detailed description of work to be submitted to the Program Director no later than 5 business days from the last day of each month.	Signed Contract Date	Ongoing through the contractual time period

**1.6 Term of Contract**

Start Date: TBD

End Date: September 30, 2016

1.6.1 Discretionary Funding: This contract will be awarded from discretionary funding and is a one time Supplemental Award which ends September 29, 2016.

**1.7 Payments and Penalties**

Payment shall be rendered on a to be negotiated schedule and upon satisfactory delivery of all goods and services contained herein. In order to create a smooth payment schedule the following protocol shall be adhered to:

1. Contractor must answer this Request for Proposal with a total project bid amount.
2. Contractor must submit a desired payment schedule for proposed contractual work with the project bid amount.

### 1.7.1 Upon Award of the Contract

3. The Contractor's negotiated payment shall be itemized by the Contractor and prepared for submission to the Program Director within 5 days of the notice of award. This official invoice will be needed to finalize the contractual agreement.
4. The Program Director has 3 business days to process and submit to tribal administration per the contract approval process.
5. Tribal administration may take up to 14 business days to approve the contractual agreement. Be advised: approval of the contractual agreement does not mean payment. Due to requirements of grant draw downs and other unforeseen issues, it may take accounting up to 60 days or more to remit the initial payment.
6. A schedule of payments will be negotiated with the Contractor prior to the approval of the contractual agreement. An invoice and corresponding report of work conducted will be required according to the agreed upon schedule and submitted to the Program Director.
7. The Program Director has 3 business days to submit to tribal finance for payment processing.
8. Tribal finance may take up to 30 business days to remit payment. Be advised, due to requirements of grant draw downs and other unforeseen issues, it may take accounting up to 60 days or more to remit payment.
9. Payments shall be suspended until all deliverables, products, and services are rendered per the delivery schedule or Corrective Action notice. If the Contractor fails to comply with the delivery schedule and/or Corrective Action notice all contractual payments shall immediately cease and termination of the contractual agreement shall be sought per 1.4.2(3)(a).

## **1.8 Contractual Terms and Conditions**

1. **Sovereign Immunity.** Nothing in this contract shall be deemed or construed as a waiver of sovereign immunity by the Red Cliff Band of Chippewa.
2. **Choice of Law.** This agreement shall be interrupted in accordance with the laws of the Red Cliff Band of Lake Superior Chippewa and/or State of Wisconsin, as applicable.
5. **Independent Contractor Status.** Nothing contained in this agreement shall be construed as creating an employer/employee relationship, principal-agent, partnership or joint venture arrangement between the parties, it being expressly understood that Contractor is an independent contractor, and is solely responsible for income tax and any other tax withholding, and it being further understood that Contractor is not entitled to any of the benefits or compensations afforded to tribal employees. Contractor shall have no authority to bind the Tribe in any manner.
6. **Insurance.** Contractor agrees to provide his own insurance, as he deems necessary, it being understood the Tribe will provide no insurance benefits whatsoever under this agreement.
7. **Integration of Agreement.** The instrument contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding; this contract may not be enlarged, modified or altered except in writing, endorsed on this agreement.

- 8. Compliance with Tribal Law.** Contractor shall comply with laws of the Tribe, including but not limited to RCCL Ch. 43 concerning background investigations.
- a. Contractor understands and agrees to comply with background check requirements when serving in a capacity when such an investigation is required. Contractor understands and agrees that his or her failure to do so shall constitute breach of this agreement and entitle Tribe to terminate this agreement. It will be the responsibility of the Tribe to inform Contractor if a background check will be required.
- 9. Miscellaneous.** The waiver or failure of either party to exercise in any respect any right for herein after shall not be deemed a waiver of said right in any manner whatsoever. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision contained herein. Any provision that is subsequently determined to be invalid or unenforceable because of contravention of any applicable law, statute or governmental regulation shall be deemed to amend this document only to the extent necessary to remove the cause of such invalidity or unenforceability, and such provision, as amended, along with the remainder of this agreement shall remain in full force and effect. This agreement shall inure to the benefit and binding on the heirs, executors, administrators, assignees, and successors of the respective parties.
- 10. Ownership of Work Product.** Results from the services and/or deliverables, related documentation, copyrightable works, intellectual property, inventions and other works rendered or created in the performance of this contract are part of the basis of the bargain between the parties and are the exclusive property of the Tribe.
- 11. Confidentiality.** Both parties agree and acknowledge this Agreement creates a confidential relationship between the Tribe and Contractor. Any and all information exchanged in the performance of this contract, whether written, oral or otherwise, is confidential in nature. Contractor agrees not to use, either directly or indirectly, for its benefit or for the benefit of others or otherwise, any confidential information acquired or developed in connection with this agreement.

## **1.9 Requirements for Proposal Preparation**

In addition to a detailed proposal, prospective contractors are required to submit the following:

- A letter of personal recommendation which contains examples of knowledge of the prospective contractor's experience with strengths based assessment tools to determine the specific needs for the elderly population of the tribe.
  
- Professional references to include:
  - Name
  - Phone Number
  - Mailing Address
  - Email Address

- One sample of work
  - One sample of any professional written reports, assessment tools, or case plans etc related to tribal elder services.

#### 1.9.1 Submission

Please submit all proposals and supporting material to:

Chanell Livingston  
Property and Procurement Officer  
Red Cliff band of Lake Superior Chippewa  
88455 Pike Road  
Bayfield, WI 54814

### **1.10 Proposal Evaluation and Award Process**

Proposals shall be evaluated per Red Cliff Band of Lake Superior Chippewa Property and Procurement protocol.

### **1.11 Points of Contact for Future Correspondence**

Laura Gordon  
Interim Administrator  
Red Cliff Family and Human Services Division  
715.779.3706

Grace Livingston  
Program Director  
Elderly Services Program  
Red Cliff Family and Human Services Division  
715.779.3706