Red Cliff Community Health Center
www.red-cliff-health.com 36745 Aiken Road, Bayfield, WI 54814
Phone: 715-779-3707 Fax: 715-779-3711

Request for Proposal

Indigenous Midwifery and Doula Support/Cultural Reflective Practice Consultant
Zaagichigaazowin Home Visiting Program
Community Health Center
Red Cliff Band of Lake Superior Chippewa

Caretakers of the medicine, protectors of your health

1.1 Statement of Purpose

The Red Cliff Community Health Center is submitting a Request for Proposal (RFP) to the general public for a Cultural Reflective Practitioner who holds expertise in Indigenous Midwifery and Doula Support for the Zaagichigaazowin Home Visiting Program. The Red Cliff Band of Lake Superior Chippewa has been awarded a Tribal Maternal Infant and Early Childhood Home Visiting grant administered by the Administration of Children and Families (ACF) under the Office of Child Care. The Red Cliff Community Health Center currently administers this grant funded program for the Tribe.

The Zaagichigaazowin program is seeking a knowledgeable, experienced individual to provide cultural pregnancy, birth, and postpartum teachings and provide cultural reflective practice for home visiting staff in order to increase their proficiency and ability to guide and empower home visiting clients through cultural practices.

The overall objective of this contractual service is to increase the knowledge, skills, and abilities, as well as the cultural competencies of home visiting staff in the areas of indigenous midwifery practices, doula support, Ojibwe language, customary practices, and ceremony for utilization within the home visiting and group connection settings. In addition, it is the intent of this contract to set up a culturally appropriate environment for reflective practice with Zaagichigaazowin Home Visiting staff.

1.2 Background Information

The Zaagichigaazowin Home Visiting Program provides family focused and culturally based home visiting services in collaboration with health care and early learning partners for all Native American families and/or families living within a 15 mile radius of the Red Cliff Reservation.

We work with prenatal families through the first year of life. We are approved by our funding agency, ACF, to work with families with small children up to age 5 years. However, in an effort to coordinate comprehensive care within our community we are choosing to focus on these time periods and transfer care to the ECC's Home Based or Center Based services if and when openings in their programs arise. We also work closely with ECC in order to connect families to the most appropriate service and ensure continuity of care for all program participants.

Please see Attachment A: Program logic model, philosophical design, and organizational structure.

1.3 Scope of Work

1.3.1 The following are services being solicited:

1. Introduction of Indigenous Midwifery and Doula support.
2. Cultural mentorship for home visiting staff to increase their knowledge of and confidence in discussing traditional Ojibwe practices with clients..
3. One-to-one or group home visiting staff consultation for cultural competency in Ojibwe practices and customs during the childbearing year.

4. Serve as a cultural mentor to home visiting staff in the area of pregancy, birth, and postpartum doula work.

1.3.2 Contractor Responsibilities:

- Communicate at least one time per week with the Program Director about the progress of services and deliverable.
- Submit monthly reports and invoices on schedule, to be determined, to the Program Director for review and submission for payment for contractual services rendered.
- A minimum of bi-weekly in-person visits with the Zaagichigaazowin Home Visiting staff at the Red Cliff Community Health Center. Contractor should utilize web based applications to provide trainings sessions with program staff in addition to the in-person trainings as negotiated with the Program Director.
- Notify the Program Director 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 inconsistences in 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. Increase knowledge of and confidence in traditional Ojibwe teachings around the childbearing year among home visiting staff.
    a. Minimum Performance Standard: Include this information within the bi-weekly training sessions with program staff.
2. Increase knowledge of Indigenous Midwifery and Doula Support techniques for home visiting staff.
    a. Minimum Performance Standard: Include this information within the bi-weekly training sessions with program staff.
3. Assess the staff knowledge, and comfortability of traditional Ojibwe teachings regarding the childbearing year and develop performance standards and best practices for program staff.
    a. Minimum Performance Standard: Work with the Program Director and Home Visitors to define cultural competence around Indigenous Midwifery and Doula support as well as other related teachings. Assist in implementing best practices and performance standards for home visitors and a training agenda for continued education beyond the life of the contract.

1.4.2 Process for Corrective Actions:

1. Contractor will be fully informed of specific duties and deliverable 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 Program Coordinator will initiate the process of contract termination as outlined with guidance from the Tribe's legal counsel.
    a. Termination of contractual services will not be appealable and the final determination will be made by Community Health Center Administration after consultation with the Tribe's legal council, Tribal Operations Manager, and the Chief Financial Officer.

1.5 Deliverables

Deliverables	Description	Start Date	End Date
Cultural Performance Standards/Best Practices	Contractor will develop a manual for use within the program implementation design to increase home visiting staff proficiency and confidence around traditional Ojibwe pregnancy, birth, postpartum, and first year of life teachings.	Signed Contract Date	9/29/2016
Cultural Mentorship and case management consultation	Cultural mentorship to be provided as needed to program staff. Participation in planning and debriefing case management meetings as deemed appropriate by program staff.	Signed Contract Date	Ongoing through the contractual time period
Reports	**Description**	**Start Date**	**End Date**
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 29, 2016

1.6.1 Discretionary Funding: This contract will be awarded from federal 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 top 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 Coordinator 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 Coordinator 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, statue 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.

14. <u>Compliance with Federal Funding Legislation and Regulations</u>

The contractor will abide by all pertinent federal requirements associated with the Tribal Maternal Infant Early Childhood Home Visiting legislation: https://www.ssa.gov/OP_Home/ssact/title05/0511.htm. Specifically, the contractor will adhere to the Zaagichigaazowin Implementation Plan developed based on a Community Assessment for home visiting services conducted by the program to identify program focus.

In addition, the Contractor understands this contract is being awarded via a federal Department of Health and Human Swerves, Administration of Children and Families, Office of Child Care discretionary grant funding. Contractor shall comply with all United States federal laws, rules, and regulations, including but not limited to the applicable provisions se3t forth in 45 CFR Part 74 concerning the Department of Health and Human Services implementation guidance regarding the Office of Business Management 2013 Circular which can be found in the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200 which outlines the "Uniform

Administrative Requirements, Cost Principles. And Audit Requirements for Federal Awards, and the applicable provisions of 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, Contractor understands and agrees that his or her failure to do so shall constitute a breach of the Agreement and entitle the Tribe to terminate the Agreement.

15. Termination

The Tribe may terminate this agreement for convenience, without advance notice limitation, upon the ending of a Federal award, in whole or in part, at any time prior to the end of the period of performance. The Tribe may terminate this agreement for cause or breach upon 30 days advance written notice that remains uncured afte5rh the 30th day. "Cause" means, unless Contractor fully corrects the circumstances constituting Cause (provided such circumstances are capable of correction) prior to the date of termination, (a) Contractor's willful and continued failure to substantially perform his or her services to the Tribe (other than any such failure resulting from Contractor's incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of notice of termination), after a written demand for substantial performance is delivered to Contractor, which demand specifically identifies the manner in which the Contractor has not substantially performed the services, (b) Contractor's willful commission of an act of fraud or dishonesty resulting in material economic or5 financial injury to the Tribe or its clients, (c) Contractor's conviction of, or entry by Contractor of a guilty or no contest plea to the commission of a felony involving moral turpitude at any time prior to or during the contract term, or (d) Contractor's breach of the confidentiality or proprietary information obligations to the Tribe.

16. Equal Employment Opportunity

The Parties agree to comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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 Ojibwe cultural birth teachings, membership in any cultural societies, and firsthand accounts of the contractor's involvement in Indigenous Midwifery and Doula Support.

- 1 cultural references to include:
    - Name
    - Phone Number
    - Mailing Address
    - Email Address
- One sample of work

- One sample of any professional written reports, guides, educational materials, agendas etc related to Indigenous Midwifery and Doula Support.

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

Patricia Deragon-Navarro
Health Director
Red Cliff Community Health Center
715.779.3707 ext. 2224

Jennifer Boulley
Program Director
Zaagichigaazowin Home Visiting Program
Red cliff Community Health Center
715.779.3707 ext. 2268