



GENESEE COUNTY PURCHASING DEPARTMENT

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January 24, 2013

GENESEE COUNTY REQUEST FOR PROPOSALS #13-002

Sealed proposals will be received by the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, Michigan 48502, until **11:00 a.m., Monday, February 11, 2013**, for the following services as required by the Genesee County Office of Senior Services:

- **IN-HOME PERSONAL CARE SERVICES**
- **IN-HOME MINOR CHORE SERVICES**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each proposer is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE: Monday, February 11, 2013 @ 11:00 a.m.

REQUEST FOR PROPOSAL NUMBER: #13-002

Eric F. Hopson

ERIC F. HOPSON, PURCHASING DIRECTOR

Bid2\2013\13-002
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #13-002 IN-HOME PERSONAL CARE SERVICES AND IN-HOME MINOR CHORE SERVICES

SECTION 1. INSTRUCTIONS TO PROPOSERS

1. **Sealed proposals** will be received until **11:00 a.m., Monday, February 11, 2013**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, MI, 48502. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
2. Separate proposals must be submitted for each Scope of Service to which the proposer wishes to respond. **Submit one (1) original (clearly marked as such), Two (2) additional hardcopies, and one (1) electronic copy of your proposal.** In addition, each proposal submitted must consist of one copy in electronic format on a CD, or USB flash drive, formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. The original must include on the Signature Page an original signature of the person authorized to make a binding offer. All proposals become the property of Genesee County. The County will not photocopy your proposal documents for the purpose of complying with the requirement of duplicate copies. Failure to provide separate proposals for each Scope of Service offered by the proposer and/or the required number of duplicate copies may result in rejection of your proposal.
3. All communications, questions, or any other matters related to this RFP shall be directed to the Purchasing contact referenced in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
4. The County's Standard Proposed Contract (**ATTACHMENT 3**) is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract or this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal. Any exceptions must be clearly set forth in your proposal as required in Section 3.
5. The County of Genesee requires a signed Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will result in termination of the contract. Genesee County must be listed as an additional insured on any insurance certificate issued for any contract that may result from this Request for Proposals.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted, and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website (http://www.gc4me.com/departments/purchasing/open_bids.php) for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time, related to this RFP.

7. Preference for Genesee County and Veteran Owned Businesses: Unless prohibited by law, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Genesee County and Veteran Owned Businesses shall be afforded five (5) percent of the total evaluation points up to a maximum of five (5) points.
8. See **Section 9.** for submitting a proposal in the required format.

SECTION 2. STANDARD TERMS AND CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 200, Flint, Michigan, 48502.
2. **Evaluation and Award:** The contract will be awarded to the responsible proposer whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful proposer in the best interest of Genesee County. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
3. **Discussion with Responsible Proposers and Revisions to Proposals:** Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining Best and Final offers.
4. **Cancellation; Rejection of Proposals:** This Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals:** It is solely the responsibility of the proposer to assure the timely receipt of its proposal at the location indicated in this solicitation. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
6. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
7. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
9. **Conflict of Interest:** Each proposer, by submitting a proposal, represents that the proposer has no knowledge that any employee, representative or agent of the proposer is a County

employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the proposer, and represents that the proposer reasonably believes that no employee, representative or agent of proposer is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the proposer.

10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the proposal specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
11. **Proposer's Representations:** Each proposer, by submitting a proposal, represents as follows:
 - 1) That the proposer has read and understood the RFP documents and has submitted its proposal in accordance therewith;
 - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
 - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
12. **Independent Contractor:** Proposer agrees that, if awarded a contract, the proposer will be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
13. **Insurance:** Each proposer must submit a completed Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
14. **Indemnification:** The successful proposer shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
15. **Warranty:** The proposer warrants that all goods and services furnished under a contract resulting from the RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any

manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the proposer.

16. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit:** Genesee County may, at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
19. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter	Galliver Building
County Courthouse	Mt. Morris 67th District Court Building
County Administration Building	

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

SECTION 3. ADDITIONAL TERMS AND CONDITIONS

1. **Purpose:** This RFP provides qualified firms with information to enable them to prepare and submit proposals for consideration by Genesee County ("the County"), for all required services referenced in "Section 7. Project Information and Scope of Work."
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Office of Senior Services (GCSS). The contact person is Mr. Eric F. Hopson, Purchasing Director, Genesee County, 1101 Beach Street, Room 200, Flint, Michigan 48502; Fax: (810) 257-3380; email address ehopson@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing by mail, email and/or facsimile, and received no later than **Friday, February 1, 2013 by 12:00**

p.m., to the Genesee County Purchasing Department as noted above. E-mail is the preferred method of contact for all inquiries concerning this RFP. Questions submitted by telephone will not be answered. No verbal interpretation to any prospective proposer as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by the Genesee County Purchasing Director.

4. **Errors, Omissions, and Discrepancies:** If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Director of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
5. **Addenda to RFP:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date of proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (http://www.gc4me.com/departments/purchasing/open_bids.php). All proposers shall indicate any and all addendums noted (1, 2, 3, etc.) on the Signature Page.
6. **Preparation of Proposals & Cost:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. All costs incurred in the preparation of a proposal in response to this RFP will be the responsibility of the proposer; there will be no reimbursement by Genesee County.
7. **Responsive Proposals:** To insure full consideration, proposers are required to submit a complete response to this RFP in the required format (see Section 9.). In addition, all proposals must be signed by an official authorized to bind the proposer to its provisions.
8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the Standard Proposed Contract (**ATTACHMENT 3**) and this RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in the standard proposed contract and this solicitation.
9. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made in accordance with the Genesee County Purchasing Regulations.
10. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
11. **Rejection of Proposals:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
12. **Acceptance of Proposal Content:** The contents of the proposal of the successful proposer will become contractual obligations if a contract is issued. Failure of the successful proposer to accept these obligations will result in revocation of the award or termination of the contract.
13. **Validity Period:** Any proposal submitted as a result of this RFP shall be binding on the proposer for 120 calendar days following the due date.

14. **Clarification of Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Director.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

15. **Best and Final Offers:** Negotiations may be undertaken with those proposers whose proposal based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. Genesee County will determine if it is in its best interest to seek a "Best and Final Offer" from prospective offerors that submit proposals. Soliciting Best and Final Offers may provide short listed firms the opportunity to amend or change their proposal to make it more advantageous to Genesee County. The contract that may be entered into will be awarded based on the proposal response and possible Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and possible revisions of proposals.

16. **Disclosure:** All information in a proposer's proposal submission is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts, proposals, and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Director prior to submission of the proposal.

17. **Solicitation and Identification:** No paid or volunteer staff person of any Program or Service Provider shall be allowed to solicit contributions from program participants, offer for sale any type of merchandise or service, or seek to encourage the acceptance of any belief or philosophy or proselytize any beliefs to program participants. This prohibition shall not be construed to interfere with a senior service center undertaking a campaign for support contributions through the mail, nor does it prohibit the placement in a senior service center of a collection box in a neutral location (i.e., not in the meal serving area) on the facility site as long as it is clear that the provision of any facility service is not dependent on the senior individual making a donation. Each paid or volunteer staff person of any Program or Service Provider, who enters a senior person's residence, shall display proper identification, inclusive of but not limited to: a valid Michigan Driver's License; an agency picture identification, or some other form of agency identification.

18. **News Release:** News releases pertaining to this RFP, or the services, study data, or project to which it relates, will not be made without prior written GCROSS approval, and then only in accordance with the instruction from the contract administrator. No results of the project will be released without prior approval of the contract administrator and then only to persons designated by the contract administrator.

19. **Prime Contractor Responsibilities:** The successful proposer(s) will be held responsible for all services offered in the proposal regardless of who produces them. Further, the

County will consider the successful proposer to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract. As part of the work plan in the proposal response, the contractor shall identify the names and services to be provided by any subcontractor to be utilized in providing services under the contract.

20. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.

SECTION 4. PROCUREMENT TIMETABLE

The following projected timetable may be used as a working guide for planning purposes. Genesee County reserves the right to adjust this timetable as required during the course of the RFP process.

Request for Proposal Issued	January 24, 2013
Last Day for Written Questions	February 1, 2013
Proposals Due In Purchasing	February 11, 2013
Complete Evaluation of Proposals	February 20, 2013
Senior Services Advisory Committee Recommendation	March 4, 2013
Genesee County HSC/F Recommendation	March 20, 2013
Genesee County Board of Commissioners Approval	April 9, 2013
Contract Effective Date	October 1, 2013

SECTION 5. MINIMUM QUALIFICATIONS OF PROPOSERS

1. Submit Complete & Responsive Proposal in the Required Format as listed in **Section 9** of this RFP.
2. Demonstrated Financial Stability of Proposer
3. Documented Licensing and Other Qualifications as indicated in **Section 9**.
4. Resumes and Qualifications of Workers.
5. **IN-HOME PERSONAL CARE SERVICE** provider(s) must have the minimum capacity to provide four units of service per day, five days per week.
6. **IN-HOME MINOR CHORE SERVICE** provider(s) must have the minimum capacity to provide sixteen units of service per day, five days per week.

SECTION 6. PROJECT OVERVIEW

Genesee County has adopted a Plan for funding a Senior Citizen Services Program, under which priority services and programs will be contracted for by Genesee County through a competitive Request For Proposal (RFP) process, for the purpose of providing direct benefit to Genesee County senior citizens who have reached the age of 60 years and older. All services contracted for by Genesee County will be made available to, and provided for, eligible seniors residing within Genesee County, without any fee differential that would be dependent upon the Genesee County local governmental unit within which each citizen resides. Each Program of Services resulting from this RFP shall display: the Genesee County logo, a statement of Equal Opportunity and non-discrimination as regards to services offered to all Genesee County Senior residents, Genesee County Board of Commissioners contact information, and the name of the Program Director at each Service Providers' site for all Services that are assisted with Genesee County Senior Citizen Services Program funds.

Responsive proposals received in this RFP process will be reviewed and considered by an Evaluation Committee consisting of County staff, members of the Senior Citizen Services Advisory Committee, and possibly members of the Genesee County Board of Commissioners. Selection for final award will be approved solely by the Genesee County Board of Commissioners. Genesee County will provide oversight, administration, and monitoring of all contracted agency performance. GCROSS will be responsible for implementing a process to reimburse all contractors on a monthly basis for their performance on all contractual Agreements under this Program of services, unless a satisfactory alternative payment schedule is proposed by the respondent to this RFP.

SECTION 7. PROJECT INFORMATION AND SCOPE OF WORK

Genesee County is seeking **IN-HOME PERSONAL CARE AND/OR IN-HOME MINOR CHORE SERVICE** Provider(s) to conduct a Program of coordinated, collaborative services with a focus on responsible use of limited resources. Service Provider(s) shall provide in-home services to seniors aged 60 years and older whose residences are located throughout Genesee County. **Genesee County welcomes innovative and unique strategies from proposers.**

The contracted Service Provider(s) will be utilized to increase the number of services offered and the number of senior citizens currently receiving **IN-HOME PERSONAL CARE AND/OR IN-HOME MINOR CHORE SERVICES**. There is an estimated cumulative need for an additional **6,000 units** of **IN-HOME PERSONAL CARE/IN-HOME MINOR CHORE SERVICES** to be provided on an annual basis.

For IN-HOME PERSONAL CARE SERVICES:

One Delivery Unit ends at One Hour of Service Delivered to One Eligible Participant

For IN-HOME MINOR CHORE SERVICES:

One Delivery Unit ends at 15 minutes	=	1
Two Delivery Units end at 30 minutes	=	2
Three Delivery Units end at 45 minutes	=	3
Four Delivery Units end at one (1) hour	=	4

The contracted Service Provider(s) will provide experience and expertise to determine the most effective and appropriate strategies to implement this component of a comprehensive Program of services by utilizing an approach that effectively combines **IN-HOME PERSONAL CARE AND/OR IN-HOME MINOR CHORE SERVICE** techniques and responsibilities with referrals to and from other Senior Service Providers (including, but not limited to: Case Management and Referral program).

IN-HOME PERSONAL CARE AND/OR IN-HOME MINOR CHORE SERVICE Provider(s) shall serve those residents aged 60 years and older based on the recommendation made by the Case Management and Referral Team. Successful Service Provider(s) shall describe their process making and receiving referrals from Assessment service providers as well as direct requests from senior individuals.

IN-HOME PERSONAL CARE and/or IN-HOME MINOR CHORE SERVICES must adhere to the **Minimum Standards** incorporated by reference in this RFP as Attachments 1 and 2, respectively, as well as local building codes and UL Safety Standards. **IN-HOME PERSONAL CARE AND/OR IN-HOME MINOR CHORE SERVICES** cannot be provided through this program if the service can be paid for through Medicaid, as confirmed by the Department of Human Services (DHS), EXCEPT when the County funds are being used as a match for the MI Choice Medicaid Waiver program.

IN-HOME PERSONAL CARE AND/OR IN-HOME MINOR CHORE SERVICE provider(s) must initiate a reassessment of each client a minimum of every six (6) months from Case Management and Referral program initial assessments to determine whether the client is still in need of the service.

1. TARGET POPULATION:

The **IN-HOME PERSONAL CARE AND/OR IN-HOME MINOR CHORE** Service Provider(s) shall target homebound persons aged 60 years and older, currently residing in Genesee County, in need of In-home personal care and/or in-home minor chore services for the purposes of maintaining and enhancing quality of life for those senior individuals and assisting them to remain in their homes independently, thereby delaying or eliminating the need for institutionalization.

Priority should be given to those seniors who, based on a recommendation by the Case Management and Referral Team, will require institutionalization absent provision of the recommended services.

2. SCOPE OF SERVICES:

A. IN-HOME PERSONAL CARE

IN-HOME PERSONAL CARE SERVICE provider(s) must have the minimum capacity to provide four units of service per day, five days per week.

One Delivery Unit ends at One Hour of service delivered to One Eligible Participant

Though not intended to be an exhaustive list, for the purpose of this RFP **IN-HOME PERSONAL CARE SERVICE** assistance consists of the following types of services provided to an eligible senior citizen within their Genesee County residence:

- Assisting with bathing, dressing, grooming, toileting, transferring, eating and ambulation tasks.
- Performing routine home-keeping tasks such as laundry, ironing garments, meal preparation and grocery and sundry shopping.
- Performing light housekeeping tasks such as dusting, vacuuming, mopping floors, cleaning restrooms and kitchens, making beds, cleaning appliances, washing interior windows; laundering curtains and hanging them, etc.
- Social / emotional support of senior client may be offered in conjunction with other allowable **IN-HOME PERSONAL CARE SERVICE** tasks.

For the purpose of this RFP, **IN-HOME PERSONAL CARE SERVICES** do **not** consist of providing skilled health care and/or nursing services, nor do they include health oriented services such as medication management and supervision, changing non-sterile dressings, taking blood pressures, providing diabetes treatments, physical therapy and/or other health monitoring activities. These services are considered under the categories of Basic Respite Care Services and Home Health Aide Services. They are to be provided only through Case Management and Referral program Providers.

Successful **IN-HOME PERSONAL CARE SERVICE** Provider(s) must demonstrate written eligibility criteria they propose to utilize in order to target, distinguish and prioritize senior persons to whom **IN-HOME PERSONAL CARE SERVICES** will be provided. The successful Service Provider(s) will utilize uniform intake procedures and maintain consistent records. The contracted Service Provider(s) will implement a consistent use of a coordinated, comprehensive referral system that includes, but is not limited to Case Management and Referral Program Providers and Genesee County Senior Centers. The

contracted Service Provider(s) shall maintain electronic data recordkeeping systems that permit evaluation and reporting on its operational and programmatic performance. The contracted service provider(s) shall maintain a daily record of all incoming calls received pertinent to **IN-HOME PERSONAL CARE SERVICES** for the duration of the contractual agreement.

The successful **IN-HOME PERSONAL CARE SERVICE** Provider(s) must offer trained staff that is supervised by a professionally qualified person. Supervisors must be responsible for approving tasks to be performed by each worker prior to providing **IN-HOME PERSONAL CARE SERVICES**. All in-home caregivers must be provided wages that meet Federal Wage Laws and Social Security benefit requirements.

Successful Service Provider(s) will maintain and implement a Staff Training Plan to offer orientation, in-service training, and basic first-aid training to all paid and volunteer staff. All staff must receive training on the physical, mental, behavioral, and technical aspects of the aging population group. Each **IN-HOME PERSONAL CARE** worker must be trained specifically for each task to be performed. Successful Service Provider(s) must provide trained staff with relevant experience and/or skills in assisting with personal care needs, housekeeping, household management, good health practices, observation, and recording, and methodical reporting of senior client information. All trainings must be documented.

Service Provider(s) must develop and implement an individualized Senior Care Plan with the approval of the senior person or his/her primary caregivers or legal representative prior to the provision of any **IN-HOME PERSONAL CARE SERVICES**. Such a Plan must demonstrate the tasks that will be performed by the Service Provider(s). The Plan must also specifically delineate those tasks that will not be provided. The Service Plan must describe approved methods to be taken in order to allow paid staff or volunteer workers to pay for sundry goods purchased on behalf of the senior client. As a component of the Senior Care Plan, successful Service Provider(s) will describe an Emergency Preparedness and Notification Plan which must be established concurrent with the Senior Care Plan, in conjunction with the primary caregiver(s), prior to providing any **IN-HOME PERSONAL CARE SERVICES**.

Following is a listing of additional services to be performed under this Program of Services:

- Service provider(s) must maintain consistent, confidential, accurate, and systematic Recordkeeping and Reporting capabilities. All providers must have the capacity to maintain records of all activities under this RFP.
- Provider(s) must develop, document, and implement uniform intake, assessment, and referral policies and procedures.
- Provider(s) must report senior participants' status to referring Case Management and Referral program Service Provider(s) on a weekly basis.
- Provider(s) must conduct and document Client Satisfaction Surveys for all **IN-HOME PERSONAL CARE** Services offered.
- Provider(s) must develop and implement written eligibility criteria demonstrating policies/procedures for targeting and providing services to senior persons.
- Provider(s) must develop and implement an individualized Senior Care Plan inclusive of an Emergency Preparedness and Notification Plan (inclusive of inclement weather; natural disaster; medical emergencies and problematic situations).
- Provider(s) must prepare, implement, document and report on a Staff Training Plan.
- Provider(s) must develop monthly reports on **IN-HOME PERSONAL CARE SERVICES** provided to senior individuals.
- Provider(s) must document all contacts and outcomes during the provision of **IN-HOME PERSONAL CARE SERVICES**.

- Provider(s) must maintain Confidentiality Procedures in accordance with the Privacy Act of 1974 and the Health Insurance Portability Accountability Act (HIPAA) of 1996.
- Provider(s) must implement ethics policies consistent with this RFP, Section 3 Additional Terms and Conditions, No. 15, and the Older Michigianians Act (P.A. 180 of 1981) regarding prohibition against solicitation or proselytizing.
- Provider(s) must develop and maintain Volunteer policies/procedures
- Provider(s) must verify references of all paid staff and volunteer workers assigned to work with services under this RFP.
- Provider(s) will be required to conduct State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks for all paid staff and volunteer workers to be utilized for performance of any contract or subcontract that arises as a result of this RFP.
- Provider(s) must conduct and document medical exams, including negative test results for tuberculosis and hepatitis, for all paid staff or volunteer workers who have in-person contact with senior individuals during the provision of services.
- Provider(s) must develop and implement Emergency Preparedness Plan (inclusive of inclement weather; natural disaster; medical emergencies).
- Service provider(s) are encouraged to utilize volunteers, as feasible, in program operations.
- Provider(s) must ensure that all workers display proper identification, which consists of a valid Michigan Operator's License, agency photo identification, or some other form of positive identification, prior to providing **IN-HOME PERSONAL CARE SERVICES**.

B. IN HOME MINOR CHORE SERVICES

IN-HOME MINOR CHORE SERVICE provider(s) must have the minimum capacity to provide sixteen units of service per day, five days per week.

One Delivery Unit ends at 15 minutes	=	1
Two Delivery Units end at 30 minutes	=	2
Three Delivery Units end at 45 minutes	=	3
Four Delivery Units end at one (1) hour	=	4

For the purpose of this RFP, **IN-HOME MINOR CHORE SERVICES** are defined as including, but not limited to, the following:

- Replacing fuses, and light bulbs
- Replacing door locks and window catches
- Replacing toilet floats
- Replacing faucet washers or faucet sets
- Installing screens and storm windows
- Installing window shades and curtain rods
- Cleaning and securing carpets and rugs
- Cleaning attics and basements to remove fire and health hazards
- Pest control
- Clearing walkways of ice, snow and leaves
- Non-slip treatments
- Installing Vision or hearing adaptive devices
- Installing Smoke and/or gas alarms
- Installing Barrier Free Ramps for entry/exiting the home
- Repair/installation of broken window

For those homes requiring installation of additional barrier free devices or repairs that affect the structural integrity of the system, i.e., plumbing or electrical systems, referrals should be made to City of Flint and Genesee County community agencies that provide a more comprehensive home repair program. These programs would include the Flint

Neighborhood Preservation Program (FNIPP), Salem Housing Community Development Corporation, Inc., and the Genesee County Home Improvement Program (HIP).

Following is a listing of additional services to be performed under this Program of Services:

- Service provider(s) must maintain consistent, confidential, accurate, and systematic Recordkeeping and Reporting capabilities. All providers must have the capacity to maintain records of all activities under this RFP.
- Provider(s) must develop, document, and implement uniform intake, assessment, and referral policies and procedures.
- Provider(s) must report senior participants' status to referring Case Management and Referral program Service Provider(s) on a weekly basis.
- Provider(s) must conduct and document Client Satisfaction Surveys for all **IN-HOME MINOR CHORE SERVICES** offered.
- Provider(s) must develop and implement written eligibility criteria demonstrating policies/procedures for targeting and providing services to senior persons.
- Provider(s) must develop and implement an individualized Senior Care Plan including an Emergency Preparedness and Notification Plan (including inclement weather, natural disasters, medical emergencies and problematic situations).
- Provider(s) must prepare, implement, document and report on a Staff Training Plan.
- Provider(s) must develop monthly reports on **IN-HOME MINOR CHORE SERVICES** provided to senior individuals.
- Provider(s) must document all contacts and outcomes during the provision of **IN-HOME MINOR CHORE SERVICES**.
- Provider(s) must maintain Confidentiality Procedures in accordance with the Privacy Act of 1974 and the Health Insurance Portability Accountability Act (HIPAA) of 1996.
- Provider(s) must implement ethics policies consistent with this RFP, Section 3. Additional Terms and Conditions, No. 15, and the Older Michigianians Act (P.A. 180 of 1981) regarding prohibition against solicitation or proselytizing.
- Service provider(s) are encouraged to utilize volunteers, as feasible, in program operations.
- Provider(s) must develop and maintain Volunteer policies/procedures
- Provider(s) must verify references of all paid staff and volunteer workers assigned to work with services under this RFP.
- Provider(s) must conduct State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks for all paid staff and volunteer workers to be utilized for performance of any contract or subcontract that arises as a result of this RFP.
- Provider(s) must conduct and document medical exams, including negative test results for tuberculosis and hepatitis, for all paid staff and volunteer workers who have in-person contact with senior individuals during the provision of services.
- Provider(s) must develop and implement Emergency Preparedness Plan (including inclement weather, natural disasters and medical emergencies).
- Provider(s) must ensure that all workers display proper identification, which consists of a valid Michigan Operator's License, agency photo identification, or some other form of positive identification, prior to providing **IN-HOME MINOR CHORE SERVICES**.

3. COORDINATING SERVICES RESPONSIBILITIES:

Provider(s) shall demonstrate cooperation and coordination with other **IN-HOME PERSONAL CARE and/or IN-HOME MINOR CHORE SERVICES** Provider(s) in Genesee County to avoid duplication of services. Service Provider(s) must determine whether a senior client is eligible to receive any component of service(s) through any funding source other than the Genesee County Senior Services Program.

All Service Provider(s) shall establish coordination with appropriate local Department of Human Services (DHS) offices, Genesee County Health Department (GCHD), Department of Veterans' Services,(DVS), Genesee County Community Action Resource Department (GCCARD), Genesee County Community Mental Health (CMH), U.S. Department of Transportation (DOT), Michigan Office of Services to the Aging (OSA), and Valley Area Agency on Aging (VAAA) to ensure that funds received from the Genesee County Senior Citizen Services Program are not used to provide services that can be paid for or provided through other Local, State, or Federal Programs.

SECTION 8. INSURANCE REQUIREMENTS

1. INSURANCES

All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, Requisite Insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP.

Proof of Professional Liability (Medical Malpractice) is required if any medical or health related services are to be provided as part of this solicitation.

SECTION 9. INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

1. MULTIPLE SERVICES PROVISION

A proposer may seek to provide more than one service. Prospective multiple service providers must submit a separate and complete proposal for each service area.

2. NON-RESPONSIVE PROPOSALS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this **Section (9.)**
- C. The proposal is not adequate to allow a judgment by the reviewers

3. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:

- A. Proposer's Attendance at Mandatory Pre-Proposal Meeting
- B. Copy of RFP #13-002 Pages 1-33
- C. Proposal submitted by the due date and time
- D. One (1) Copy of Proposal in Electronic Format
- E. One (1) original proposal (properly executed), clearly marked as such, and two (2) additional hard copies of your Proposal
- F. Executed Insurance Checklist
- G. Completed References Page
- H. Most Recent Financial Audit or audited Financial Statements
- I. Operating Budget for the Current Year
- J. Proposer's Statement of all Exceptions to any Terms, Conditions and Specifications
- K. Proposed Alternate Payment Schedule, if desired
- L. Emergency Preparedness Plan

M. Technical Proposal shall consist of the items stated below. The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ " x 11" typewritten pages, in a business-style typeface with a font size of no less than 11 point.

1. Business Organization:

State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. State if your organization has for-profit or non-profit tax status, as documented by your Federal Tax Identification Number (also known as Employer Identification Number (EIN)) or your agency's Tax Exemption Status designation under Internal Revenue Code, Section 501(c) from the U.S. Department of Treasury, Internal Revenue Service.

2. Authorized Negotiators:

Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract.

3. Statement of the Project:

State in precise terms **in no less than 25 words** your understanding of the project as presented by this RFP.

4. Management Summary:

Include a narrative description of the proposed effort and of the product that will be delivered.

5. Work Plan:

Describe in narrative form your technical plan for accomplishing the work. Please explain what the increased capacity of your organization, should your proposal be successful. Include in the work plan the time frame or schedule your plan would adhere to. Indicate the number of labor hours you have allocated for each task, including meetings, delivery, set up, planning sessions, monitoring, and quality surveys.

Keep in mind the Delivery Unit for **IN-HOME PERSONAL CARE SERVICES** is one hour:

**One Delivery Unit ends at One Hour of Service
Delivered to One Eligible Participant.**

Keep in mind the Delivery Unit for **IN-HOME MINOR CHORE SERVICES** is in fifteen minute increments:

One Delivery Unit ends at 15 minutes	=	1
Two Delivery Units end at 30 minutes	=	2
Three Delivery Units end at 45 minutes	=	3
Four Delivery Units end at one (1) hour	=	4

- a. Indicate the number of senior individuals, Countywide, for whom you are proposing to provide services.
- b. Identify any geographic areas within Genesee County that your services are bound to, or limited within.
- c. Describe your current capacity to provide **IN-HOME PERSONAL CARE and/or IN-HOME MINOR CHORE SERVICES**.

- d. Identify staff responsible for performing proposed services. Provide Resumes and documentation of Licensures/certificates as required for their position.
- e. Identify administrative staff, their functions, qualification(s) and experience. Provide Resumes and documentation of Licensures /certificates as required for their position.
- f. Describe the number of additional staff that will need to be hired to expand **IN-HOME PERSONAL CARE and/or IN-HOME MINOR CHORE SERVICES**.
- g. Provide a listing of the Case Management and Referral program services entities from/to which you currently receive and make referrals.
- h. Provide eligibility criteria that demonstrate your needs-based system of screening and prioritizing provision of **IN-HOME PERSONAL CARE and/or IN-HOME MINOR CHORE SERVICES**.
- i. Describe your system(s) for performing and documenting uniform contacts, intake, assessment, referral, and outcomes procedures.
- j. Provide written Agreements/Arrangements and Referral Protocol demonstrating the nature of your participation with Case Management and Referral program Service Providers currently functioning in Genesee County.
- k. Provide Letters of Good Standing.
- l. Describe your ability to maintain consistent, confidential, accurate and systematic techniques for Record keeping and Reporting.
- m. If your firm is currently functioning as a Case Management and Referral program provider, document your firm's Assessment methods utilized when assessing senior persons, to include: living environment, physical health, and mental health assessments.
- n. Identify the dollar amount and source(s) of program income expected to be generated should your proposal be successful, and explain how that program income will be utilized.
- o. Describe your organization's prior experience in human services fields.
- p. Provide Requisite Licensure in accordance with PART 7 of this Section.
- q. Describe your process for conducting State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks for all paid staff and volunteer workers.
- r. Describe your ability to maintain consistent, confidential, accurate and systematic techniques for Recordkeeping and Reporting.
- s. Describe your process for conducting medical examinations for all paid staff and volunteer workers who will be assigned to have in-person contact with a senior individual.
- t. Provide Client Service Plan(s), Staff Training Plan(s); Volunteer Worker Training Plan(s) and/or Emergency Procedures Plan(s), where applicable to **In Home Chore or Personal Care Services**.

- u. If proposing a fee schedule, describe your review process for establishing and/or reconsidering appropriateness of fees, including considerations for special circumstances.
- v. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

6. Labor Requirements:

The successful firm/agency must be able to: staff a project team which is experienced in providing **IN-HOME PERSONAL CARE AND/OR IN-HOME MINOR CHORE SERVICES**, consistently deliver high quality service and document that it is meeting all of the requirements of this program of services. Include the number of staff by skill and qualification that will be employed in the work to be performed under this proposal. Identify key individuals by name and title. Please include resumes and qualifications for all persons who will be working on this project.

7. Licensing Requirements:

No specific licensing requirements are being requested for this RFP. Based on specific services proposed, however, Genesee County will require applicable licensing prior to contract award.

8. Confidentiality:

Service Provider(s) shall demonstrate policies and procedures in place to protect the confidentiality of information about senior citizens assisted throughout this Program of Services. Procedures conform with the Privacy Act of 1974. All client information shall be maintained in confidential and controlled access files. Where applicable, all service provider(s) shall handle all Private Health Information (PHI) in accordance with the Health Insurance Portability Accountability Act (HIPAA) of 1996.

N. COST PROPOSAL. The response to this section shall consist of the items listed below. Your response to this section must include cost information for a three year period. The information requested in this section is required to support the reasonableness of your proposal.

1. Labor Costs:

Itemize so as to show the following for each member of the project team:

- Name and Title
- Estimated hours
- Total cost for each member and for all labor needs

2. Cost of Supplies and Materials:

Itemize so as to show the nature of supplies and materials and respective costs per **Delivery Unit**.

3. Direct Costs, Indirect Costs and General and Administrative Burden or Overhead:

- a. Indicate Direct and Indirect Costs, Overhead, and Percentage and Total for Each Line Item.

4. Price (Rate) per One Delivery Unit:

The contractor(s) will be paid only for the delivery units actually provided to the County. The price per One Delivery Unit charged to the County shall be guaranteed for each year as proposed. The price per One Delivery Unit shall be provided in the proposal as follows:

October 1, 2013 to September 31, 2014 \$ _____ Price per One Delivery Unit
October 1, 2014 to September 31, 2015 \$ _____ Price per One Delivery Unit
October 1, 2015 to September 31, 2016 \$ _____ Price per One Delivery Unit

5. Transportation Costs:
 - a. Show costs for transportation if applicable to your Service(s) Proposal

SECTION 10. EVALUATION AND SELECTION PROCEDURE

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Each evaluator's scores and rankings for each proposal will be compiled. Based upon the scoring and ranking, the Committee may recommend to the Advisory Committee a short list of proposals that are reasonably susceptible of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, conduct contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Senior Citizen Services Advisory Committee will review and recommend to the Genesee County Board of Commissioners a contract award to the apparent successful proposer(s).

Subsequent to final selection, a contract will be negotiated with the successful proposer. Upon the successful completion of negotiations, a contract will be presented to the Genesee County Board of Commissioners for approval.

SECTION 11. EVALUATION CRITERIA

Selection is competitive. Genesee County's focus will be on cost effectiveness and increasing the delivery level of services from that which is currently provided. Additionally, Genesee County is focused on the quality and consistency of the service provided, as well as the professional expertise of the provider. Other attributes taken into consideration will include start up costs, expansion costs, and time involved to achieve implementation of service delivery.

All proposals received shall be subject to an evaluation process, as described above, by Genesee County staff and others, as deemed appropriate, for the purpose of selecting those service provider(s) with whom a contract will be executed. The following factors will be considered in making the selection.

Each factor will be scored based upon points indicated. Each proposal for this project will be scored with a total of 100 points, and ranked by score.

1. Capability:

25 points

This criterion includes the ability and capacity of the proposer to meet the terms of the RFP. Emphasis will also be placed on the soundness of the proposer's approach to meeting the program requirements as presented in the Project Information and Scope of Work.

2. **Cost Proposal & Price per One Delivery Unit:** **15 points**

While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, services, and quality offered shall be considered.

3. **Coordinative Services Responsibilities:** **15 points**

This refers to the approach for conducting a Program of services that encourages cooperation, collaboration, and responsible use of limited resources. This includes the efforts presented by the proposer(s) to link Genesee County seniors and services together. This criterion includes the proposer(s) definition of the information and referral process in concrete terms, including establishment of criteria for database development, support for community planning activities, and level of collaboration with other agencies. This includes provisions made by the proposer(s) for the socially and legally responsible use of technology and role of information and referral services in times of disaster and/or emergency situations.

4. **Professional Personnel:** **15 points**

This refers to the competence of the professional personnel who will be assigned to the work by the service provider(s). Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to that described in this RFP. Emphasis will also be placed upon the qualifications of the project manager and the amount of dedicated management staff planned for this project by the proposer.

5. **Prior Experience:** **15 points**

This refers to the nature and extent of prior experience with similar projects, including the years that the firm or organization has been in business.

6. **Financial Stability of Service Provider:** **10 points**

This refers to the Service Provider(s) overall basic financial statements, audit presentation and disclosures as to the solvency of the firm.

7. **Relevance & Significance of Submitted Additional Information:** **5 points**

**SIGNATURE PAGE
GENESEE COUNTY RFP #13-002**

The undersigned represents that he or she:

1. Is duly authorized to make binding offers on behalf of the company;
2. Has read and understands all information, terms, and conditions in the RFP;
3. Has not engaged in any collusive actions with any other potential proposers for this RFP;
4. Hereby offers to enter into a binding contract with Genesee County for the products and services herein offered if selected by Genesee County within 120 days from proposal due date;
5. Acknowledges the following addenda which were issued as part of this RFP:
_____.

Name (Printed): _____
Signature: _____
Title: _____
Company: _____
FEIN: _____
Date: _____

Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

RFP TITLE: In-Home Personal Care and In-Home Minor Chore

RFP#: 13-002

Coverages Required	Limits (Figures denote minimums)
<u>X</u> 1. Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>X</u> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<u>X</u> 5. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<u>X</u> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u> 7. Umbrella liability/Excess Coverage	\$3,000,000 BI & PD and PI
<u>X</u> 8. Other insurance required: <u>Legal Liability: Designated employees on the premises of a customer with conviction clause. (VIA Endorsement ISO-3002 (1/971))</u>	
<u>X</u> 9. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 10. The certificate must state Proposer number and title	
<u>X</u> 11. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

Insurance Agent's Statement

I have reviewed the requirements with Prospective Contractor named below. In addition:

_____ The above policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

Insurance Agent

Signature

PLEASE NOTE #11 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Proposer

Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISED 11/28/2012

REFERENCE PAGE
GENESEE COUNTY RFP # 13-002

List three (3) references of similar projects:

1. Company	Type of Work/Service Provided
------------	-------------------------------

Contact Name

Address

Phone Number

2. Company	Type of Work/Service Provided
------------	-------------------------------

Contact Name

Address

Phone Number

3. Company	Type of Work/Service Provided
------------	-------------------------------

Contact Name

Address

Phone Number

ATTACHMENT 1 - Minimum Standards IN-HOME PERSONAL CARE SERVICES

1. Each program must have written eligibility criteria.
2. All workers performing **IN-HOME PERSONAL CARE SERVICES** programs must be directly supervised by a professionally qualified person. Each worker must be trained for each task to be performed. The supervisor must approve tasks to be performed by each worker. Completion of a recognized nurse aide training course by each worker is recommended.

ATTACHMENT 2 - Minimum Standards IN-HOME MINOR CHORE SERVICES

1. Funds awarded for **IN-HOME MINOR CHORE SERVICES** programs may be used to purchase materials and disposable supplies used to complete **IN-HOME MINOR CHORE SERVICES** tasks focused on increasing the safety of an eligible senior individual. No more than \$200 may be spent on materials for any one household in which an eligible senior person resides, per year. Equipment or tools used to perform chores tasks may be purchased or rented with Genesee County Senior Services Program funds awarded up to an amount equal to 10% of the total.
2. Pest control services may be provided only by appropriately licensed suppliers.
3. Each service provider's program must develop working relationships with Home Repair and/or Weatherization service providers, as available, in the program area, to ensure effective coordination of efforts.
4. Prior to initiating services, each service provider's program must determine whether a potential senior client is eligible to receive services available through a program supported by other funding sources, particularly programs funded through the Social Security Act. If it appears that an individual can be served through other resources, an appropriate referral should be made.
5. Each program must develop working relationships with Intake, Assessment, and Referral; Case Coordination-Assessment and/or Care Management-Assessment service providers as well as chore, homemaker, home care assistance, and home repair service providers, as available within the program area, to ensure effective coordination of efforts.
6. Each program must utilize a home environment assessment tool to formally evaluate the circumstances and needs of each senior client. The program may utilize the MI Choice assessment for initiating service if the client is referred by a Care Management program.
7. Each program must maintain a record of safety improvements made at each senior citizen's residence including dates, tasks performed, materials used and cost.
8. Any and all safety device(s) installed must conform to local building codes and meet respective UL® safety standards.
9. Funds utilized for provision of **IN-HOME MINOR CHORE SERVICES** focused on home injury control may be used for labor costs and to purchase safety devices to be installed. Service provider(s) programs must establish a limit on the amount to be spent for home injury control on any one residence in a 12-month period. Programs may seek contributions of labor and supplies from the private sector and volunteer organizations, as may be feasible. Equipment or tools needed to perform home injury control tasks may be purchased or rented with Genesee County Senior Services Program funds up to an aggregate amount equal to 10% of total.
10. Funds utilized for provision of **IN-HOME MINOR CHORE SERVICES** focused on home repair services may be used for labor costs and to purchase materials used to complete the home repair tasks focused on the prevention or remediation of a sub-standard condition or safety hazard. Service provider(s) programs must establish a limit on the amount to be spent on any one residence in a 12-month period. Equipment or tools needed to perform home repair tasks may be purchased or rented with Genesee County Senior Services Program funds up to an amount equal to 10% of total grant funds.

10. Genesee County Senior Services Program **IN-HOME MINOR CHORE SERVICES** funds may not be used to provide repairs to any rental property in which an otherwise eligible senior citizen resides.
11. All **IN-HOME MINOR CHORE SERVICES** Providers shall maintain a record of homes repaired including dates, tasks performed, materials used and cost.
12. The **IN-HOME MINOR CHORE SERVICES** Provider shall check each home to be repaired for compliance with local building codes. Each check shall be documented and retained for reporting. No repairs associated with Genesee County Senior Services Program funds may be made to a condemned structure.
13. Each program shall utilize a job completion procedure which includes:
 - a. Verification that the work performed is complete and correct.
 - b. Verification by a local building inspector(s) that the work satisfies building codes.
 - c. Acknowledgement by the homeowner within ten (10) days of completion that the work is acceptable.
14. The program shall utilize a written agreement with the owner of the home to be repaired which includes at a minimum:
 - a. A statement that the home is the permanent residence of a senior citizen who owns the home or is closely related to the owner.
 - b. A statement that, in the event that the home is sold within two years of completion of work by the program, the owner will reimburse the program the full cost of repairs made to the home.
 - c. Specification of the repairs to be made by the program during the provision of **IN-HOME MINOR CHORE SERVICES**.
15. Each program shall establish and utilize written criteria for prioritizing homes to be repaired which address the condition of the home, senior client need and appropriateness of the requested repairs.

ATTACHMENT 3 - STANDARD PROPOSED CONTRACT TEMPLATE

CONTRACT BETWEEN

THE COUNTY OF GENESEE

Acting By and Through
Genesee County Office of Senior Services ("GCROSS")
Room 361, Genesee County Administration Building
1101 Beach Street, Flint, Michigan 48502
Hereinafter referred to as the "COUNTY"

and

, Michigan 48

Hereinafter referred to as the "CONTRACTOR"

For the period from October 1, 2013 through September 30, 2014

Whereas, the COUNTY published a Request for Proposals ("RFP") #13-002 for a Program of Services titled "xxxxxxxxxxxxxx" (hereinafter referred to as "Services"); and

Whereas, CONTRACTOR submitted a Proposal in response to RFP #13-002 for the provision of Services; and

Whereas, the COUNTY desires to enter into a contractual agreement with the CONTRACTOR for the provision of Services set forth herein;

Now, therefore, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

A. PURPOSE:

This Contract is entered into for the purpose of retaining CONTRACTOR to provide In Home Personal Care or Chore Services funded by Senior Citizen Services millage dollars to senior individuals 60 years or older who reside in Genesee County.

B. THE CONTRACTOR AGREES:

1. To accept the terms of this Contract and to undertake, perform and complete the services described in RFP #13-002 and Addenda ("RFP"), in CONTRACTOR'S Proposal in response to RFP #13-002 ("Proposal"), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR'S budget, included as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.
2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.
3. To provide proof of insurances as required in Section 8 of the RFP within 15 days of the signing of this Contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form

or Endorsement" provided with the Insurance Certificates. Documentation provided under this subparagraph will include a statement by the insurer that the COUNTY will be notified of any and all insurance cancellation at least 30 days prior to the effective date of cancellation of the respective policies. However, cancellation for non-payment of premium shall be noticed a minimum of ten days prior to cancellation.

4. To notify Genesee County at least 30 days prior to cancellation of any of the policies referred to above except for non-payment of premium. Such condition as non-payment shall be noticed a minimum of 10 days prior to cancellation.
5. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
6. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees and prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
7. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
8. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
9. That title to any approved equipment (meaning tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or more per unit) purchases supported in whole or in substantial part by millage funds shall vest with the County of Genesee upon acquisition. Equipment purchases not included in the submitted budget are automatically unapproved. Purchases of office furniture or furnishings are not eligible for reimbursement and are, therefore, disapproved.
10. To utilize all report forms as required under the RFP, as well as those included in this Contract as Attachment D, and reporting formats required by the COUNTY as of the effective date of this Contract, and provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.
12. The Contractor agrees to provide the documentation of appropriate licenses, criminal background checks and negative tuberculosis tests for employees as specified in the RFP. The Contractor further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing and criminal background checks for new hires or new volunteers shall be performed within fifteen days of their commencement. Documentation of the testing and background checks shall be provided to the County with the monthly invoice and report form.

13. To include the following statement in or on all printed materials, newsletters, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.:

“This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work.”

14. To have at least one employee become licensed and trained on the Homeless Management Information System (HMIS). All contractors receiving Genesee County Senior Millage funding shall use the HMIS in an effort to streamline referral services to the Genesee County senior citizen population. Contractor agrees to share universal data elements with other participating senior service providers on the HMIS to eliminate duplication of services funded with Genesee County Senior Millage dollars. Universal data elements include: name, last four digits of Social Security number, race, gender, date of birth, homeless status, veteran status and disabled status (disabled or not). The HMIS training includes information regarding the Health Insurance Portability and Accountability Act (HIPAA) to ensure that private client information is protected. The cost charged by HMIS to link to its system will be incurred by the County, funded with Senior Millage funds.

C. FURTHER, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. This Contract term shall commence on October 1, 2013 and continue through September 30, 2014.
2. The COUNTY agrees to compensate the CONTRACTOR for the entire term of the Contract an amount not to exceed \$xxx,xxx.00 for costs of Services described and included within the RFP and the CONTRACTOR'S Proposal. Payments will be disbursed on a monthly basis as set out below in *Section H. Reimbursement Method* for the service agreed upon for the duration of the Contract term.
3. Subject to the availability of funding and other applicable conditions, the COUNTY agrees to provide resources throughout the period of this Contract under the terms of this Contract.
4. The CONTRACTOR shall be considered an independent contractor and not an employee or agent of the COUNTY in carrying out the terms of this Contract.
5. The CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.
6. Contractor is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
 - a. If donations are to be allowed, Contractor must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.

- b. Contractor must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.

D. CONTRACT ATTACHMENTS

The following documents are Attachments to this Contract and are hereby made part of this Contract by reference:

- Attachment A: Request for Proposal 13-002 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP 13-002
- Attachment C: Business Associate Agreement
- Attachment D: Monthly Invoice Form and Instructions
- Attachment E: Sample Client Satisfaction Survey (CONTRACTOR may use its own form that provides this type of information)
- Attachment F: MIOSHA Part 554 Standards and Regulations
- Attachment G: Contractor's Budget 2013-14

E. AMENDMENTS

1. Any changes to this Contract will be valid only if made in writing and accepted by all parties to this Contract.
2. This Contract, including attachments, may be amended by mutual written consent of the CONTRACTOR and the COUNTY. When submitting a proposed Contract or budget amendment, the CONTRACTOR must also revise or amend its related output measures whenever the amendment results in a significant change of program scope or as specifically required by the COUNTY, and submit copies of the revised sheets and summary description of the changes.
3. In the event that circumstances occur that are not reasonably foreseeable or are beyond the CONTRACTOR'S control which reduce or otherwise interfere with the CONTRACTOR'S ability to provide or maintain specified services or operational procedures, immediate written notification must be provided to the COUNTY and, where feasible, an amendment to this Contract negotiated.
4. Any change proposed by the CONTRACTOR which would affect the funding of any activity support in whole or in part by funds provided under this Contract must be submitted in writing to the COUNTY immediately upon determining the need for such change. The proposed change may be implemented upon receipt of written notification of approval from the COUNTY.
5. Within thirty days after receipt of the proposed change, the COUNTY shall advise the CONTRACTOR in writing of its determination. Subsequently, the COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.
6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.

7. Minor modifications of the work plan that do not require monetary adjustments in excess of \$500.00 may be approved by Lynn Radzilowski, Director, GCOSS, without further consultation with the Genesee County Board of Commissioners.

F. TERMINATION

This Contract is in full force and effect for the period specified in *Section C.1* of this Contract, subject to the following conditions:

1. This Contract may be terminated by either party for any reason by giving at least ninety days written notice to the other party stating the reasons for termination and the effective date.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may also be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. The COUNTY shall be the sole judge of non-performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in *Section I. Assurances*, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for any expenses incurred and for work actually performed at the above stated fee structure. In this event, the CONTRACTOR would bill for services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein.

G. REPORTING REQUIREMENTS

The Contractor will provide the County with monthly reports using the formats provided in Attachment D to this Contract, and following the criteria as established and outlined in the RFP. Contractor will also provide on a monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E of this Contract.

H. REIMBURSEMENT METHOD

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.
2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a payment rate of \$xxx.xx per one hour unit of service delivery, with a maximum reimbursement total of \$xxxx.xx per month. The purpose of the recommended maximum reimbursement dollar figure is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be approved on a case by case basis based on CONTRACTOR'S explanation of need and a reasonable plan for providing continued service for the remainder of the term of the Contract. Exceptions to the monthly

maximum reimbursement must be approved in advance of the expenditure.

3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D to this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved first year budget, or expenditures exceeding the monthly maximum limit that are not pre-approved will not be reimbursed.

I. ASSURANCES

The CONTRACTOR covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.

J. CONFIDENTIALITY

It is understood that work performed under this Program of Services will include access to proprietary documents and information. The CONTRACTOR agrees that confidential information about the COUNTY or its related entities will not be released, except as required by law, without the prior approval of the COUNTY. The COUNTY agrees that it will not release any of the CONTRACTOR'S materials provided or utilized during the contract performing process without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement Form executed with the signing of this Contract and included as Attachment C, under Federal guidelines in accordance with the Health Insurance Portability Accountability Act (HIPAA).

Further, both parties acknowledge that the CONTRACTOR will provide a Program of Services which includes coordination and collaboration with other organizations that provide social, health, transportation, legal and other priority services related to senior residents of Genesee County who are aged 60 years and older. The CONTRACTOR agrees to protect the confidentiality of information about persons assisted throughout this Program of Services by instituting confidentiality procedures that conform to the Privacy Act of 1974 and where applicable, handle all Private Health Information (PHI) in accordance with the Health Insurance Portability Accountability Act (HIPAA) of 1996.

K. LIABILITY AND INDEMNIFICATION

1. All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities to be carried out by the CONTRACTOR in the performance of the Contract shall be the responsibility of the CONTRACTOR and not the responsibility of the COUNTY if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the CONTRACTOR or any employee or agent of the CONTRACTOR. The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY and its officers and employees from and against all claims, losses, damages and expenses including but not limited to attorney's fees, arising out of or resulting from the CONTRACTOR'S performance of the Contract.

2. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the COUNTY in the performance of this Contract shall be the responsibility of the COUNTY and not the responsibility of the CONTRACTOR if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of any COUNTY employee or agent, provided that nothing herein constitutes a waiver of any governmental immunity by the COUNTY or its employees.
3. In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the CONTRACTOR and the COUNTY in fulfillment of their responsibilities under this Contract, such liability, loss or damage shall be borne by the CONTRACTOR and the COUNTY in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the COUNTY or its employees as provided by statute or court decisions.

L. APPLICABLE LAWS

This is a Genesee County Contract. The Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority that may have bearing on the performance of the Contract.

M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES

If for any reason any portion of this Contract is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required to resolve any dispute between the parties, the party not prevailing in the dispute will pay reasonable attorney's fees as part of any resolution of the dispute.

N. INTEGRATION

This Contract constitutes the complete understanding of the parties. No agreements, representations or understandings not specifically contained herein shall be binding upon any of the parties unless reduced to writing and signed by the parties to be bound.

O. WAIVER

Any clause or condition of this Contract found to be an impediment to the intended and effective operation of this Contract may be waived in writing by the parties hereto, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of the Contract and may affect any or all program elements covered by this Contract.

P. SEVERABILITY

If any provision of this Contract, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Contract.

Q. SPECIAL CERTIFICATION STATEMENT

The individual or officer signing this Contract certifies by her/his name that s/he is authorized to sign this Contract on behalf of the responsible governing board, official, or CONTRACTOR.

COUNTY OF GENESEE

VENDOR NAME

By: JAMIE W. CURTIS, Chairperson
Genesee County Board of Commissioners

By:

Date

Date

Approved as to form:

Celeste D. Bell
Corporation Counsel