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Controller

GENESEE COUNTY PURCHASING
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October 14, 2015

GENESEE COUNTY REQUEST FOR PROPOSALS #15-070

Sealed proposals will be received until **3:00 p.m. (EST), Thursday, November 5, 2015**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **IN-HOME PERSONAL CARE & HOMEMAKING SERVICES** for the Genesee County Office Senior 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 offeror 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: 3:00 p.m. (EST), Thursday, November 5, 2015
PROPOSAL REQUEST NUMBER: #15-070

Cindy Carnes
CINDY CARNES, PURCHASING MANAGER

bid2\2015\15-070
Attachments

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RFP #15-070 IN-HOME PERSONAL CARE & HOMEMAKING SERVICES

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EST), Thursday, November 5, 2015**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one (1) original (clearly marked as such), two (2) additional hardcopies, and one (1) electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303715B0006292. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
 - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsso/login.sdo> and click on Register <https://www.buy4michigan.com/bsso/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-15-070 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.

- a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference 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.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> 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. The County's Standard Proposed Contract 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 and 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.
8. The County of Genesee requires a signed Genesee County 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 cause termination of the contract.

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.

9. Proposal Format: Proposals must be submitted in the format outlined in SECTION 6 – PROJECT INFORMATION AND SCOPE OF WORK to be deemed responsive.

SECTION 2 - STANDARD TERMS & 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 343, Flint, Michigan, 48502.
2. **Evaluation and Award**: The contract will be awarded to the responsible offeror 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 offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to 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. 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. 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.
4. **Cancellation; Rejection of Proposals**: The 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 offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
7. **Tax**: Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
8. **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.

9. **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.
10. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror 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 offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror 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 offeror.
11. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's 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.
12. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
 - 1) That the offeror 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.
13. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall 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.

14. **Insurance:** Each offeror must submit a completed Genesee County 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.
15. **Indemnification:** The successful offeror 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.
16. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this 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 offeror.
17. **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.
18. **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.
19. **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.

20. **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	County Courthouse
County Administration Building	Mt. Morris 67th District Court 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 & 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 6 – 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 (GCOS). The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us. Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Wednesday, October 28, 2015 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent 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 Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers

shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.

5. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
6. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
7. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
8. **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.
9. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
10. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
11. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts 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 Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Wednesday, October 28, 2015 by 12:00 p.m. (EDT) to the Genesee County Purchasing Department as listed above.
12. **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 Manager 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.

13. **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.

14. **Best and Final Offers:** Discussions 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. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

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 revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

15. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
16. **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 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.

17. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
18. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
19. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
20. **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 proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
21. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
22. **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.
23. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
24. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No

information regarding the procurement and services shall be released without prior approval of the contract administrator.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any proposer unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

At a minimum, the following requirements are necessary for consideration of contract award:

1. Demonstrated Financial Stability of Proposer
2. Must offer trained staff that is supervised by a professionally qualified person
3. **IN-HOME PERSONAL CARE & HOMEMAKING SERVICE** provider(s) must have the minimum capacity to provide four units of service per day, five days per week.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

SECTION 5 - PROJECT OVERVIEW

Genesee County has adopted a Plan for utilizing the funding generated by the Senior Services Millage initially passed by Genesee County voters in 2006 and renewed in 2014. The Plan provides for 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. Genesee County Office of Senior Services (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 6 – PROJECT INFORMATION AND SCOPE OF WORK

Genesee County is seeking **IN-HOME PERSONAL CARE & HOMEMAKING 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 maintain the number of services offered and the number of senior citizens currently receiving **IN-HOME PERSONAL CARE & HOMEMAKING SERVICES.**

Statistics

There are approximately 636 Genesee County residents age 60 and older who are currently receiving IN-HOME PERSONAL CARE & HOMEMAKING SERVICES.

For the 12 month period ending August 31, 2015:

- There were an average of 589 IN-HOME PERSONAL CARE & HOMEMAKING clients per month
- The average IN-HOME PERSONAL CARE & HOMEMAKING client used 7.5 hours of service per month
- There are approximately 356 Genesee County residents age 60 and older who are currently on a wait list for IN-HOME PERSONAL CARE & HOMEMAKING Services

For IN-HOME PERSONAL CARE & HOMEMAKING SERVICES:

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

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 HOMEMAKING 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 HOME MAKING 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 & HOME MAKING SERVICES must adhere to the **Minimum Standards** incorporated by reference in this RFP as Attachment 1, respectively, as well as local building codes and UL Safety Standards. **IN-HOME PERSONAL CARE & HOME MAKING SERVICES** cannot be provided through this program if the service can be paid for through Medicaid, as confirmed by the Michigan Department of Health and Human Services (MDHHS), EXCEPT when the County funds are being used as a match for the MI Choice Medicaid Waiver program.

IN-HOME PERSONAL CARE & HOME MAKING 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 & HOME MAKING** Service Provider(s) shall work with homebound persons aged 60 years and older, currently residing in Genesee County, in need of In-home personal care and/or in-home homemaking 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 WORK:

A. IN-HOME PERSONAL CARE & HOME MAKING SERVICES

1. **IN-HOME PERSONAL CARE & HOME MAKING 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**

2. Though not intended to be an exhaustive list, for the purpose of this RFP **IN-HOME PERSONAL CARE & HOMEMAKING SERVICES** 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 & HOMEMAKING SERVICE** tasks.
3. For the purpose of this RFP, **IN-HOME PERSONAL CARE & HOMEMAKING 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.
4. Successful **IN-HOME PERSONAL CARE & HOMEMAKING 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 & HOMEMAKING 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 & HOMEMAKING SERVICES** for the duration of the contractual agreement.
5. The successful **IN-HOME PERSONAL CARE & HOMEMAKING 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 & HOMEMAKING SERVICES. All in-home caregivers must be provided wages that meet Federal Wage Laws and Social Security benefit requirements.

6. 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 & HOMEMAKING** 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.
7. 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 & HOMEMAKING 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 & HOMEMAKING SERVICES**.
8. Service Provider(s) will include the following statement in all printed materials, newsletters, surveys, website, special events, program and registration materials, advertisements, DVD's, CD's, program presentations, etc. which are funded in whole or in part with Senior Millage dollars: "This program and/or service is fully or partially funded by Genesee County Senior Millage funds. Your tax dollars are at work."

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 monthly basis.
- Provider(s) must conduct and document Client Satisfaction Surveys for all **IN-HOME PERSONAL CARE & HOMEMAKING** 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 & HOMEMAKING SERVICES** provided to senior individuals.
- Provider(s) must document all contacts and outcomes during the provision of **IN-HOME PERSONAL CARE & HOMEMAKING 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 Michiganians 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 & HOMEMAKING SERVICES**.

3. COORDINATING SERVICES RESPONSIBILITIES:

Provider(s) shall demonstrate cooperation and coordination with other **IN-HOME PERSONAL CARE & HOMEMAKING 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 Michigan Department of Health & Human Services (MDHHS) offices, Genesee County Health Department (GCHD), Department of Veterans' Services,(DVS), Genesee County Community Action Resource Department (GCCARD), Genesee Health System (GHC) (formerly 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 7 - 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 8 - INFORMATION REQUIRED FROM PROPOSERS
(PROPOSAL FORMAT)**

1. 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 (8)**

C. The proposal is not adequate to allow a judgment by the reviewers

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

- A. Copy of RFP pages 1 - 39
- B. Proposal submitted by the due date and time
- C. One (1) Copy of Proposal in Electronic Format
- D. One (1) original proposal (properly executed), clearly marked as such, and two (2) additional hard copies of your Proposal
- E. Executed Insurance Checklist
- F. Completed References Page
- G. Most Recent Financial Audit or audited Financial Statements
- H. Operating Budget for the Current Year
- I. Proposer's Statement of all Exceptions to any Terms, Conditions and Specifications
- J. Proposed Alternate Payment Schedule, if desired
- K. Emergency Preparedness Plan
- L. 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 your understanding of the project as presented by this RFP.

4. **Management Summary:**

Include a narrative description of the proposed effort, goals, and objectives of the product that will be delivered should your proposal be successful.

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 & HOMEMAKING SERVICES** is one hour:

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

- 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 & HOMEMAKING 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 & HOMEMAKING 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 & HOMEMAKING 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 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 Personal Care & Homemaking 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 & HOMEMAKING 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. However, based on specific services proposed, 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 to 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.

M. 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, 2016 to September 30, 2017 \$_____ Price per One Delivery Unit
October 1, 2017 to September 30, 2018 \$_____ Price per One Delivery Unit
October 1, 2018 to September 30, 2019 \$_____ Price per One Delivery Unit

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

SECTION 9 - 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 10 - 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 105 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**

8. **Local Preference for Genesee County Businesses** **5 points**

- Total Points Possible** **105 points**

**SIGNATURE PAGE
GENESEE COUNTY RFP #15-070**

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. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Name (Printed): _____

Signature: _____

Title: _____

Company: _____

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

GENESEE COUNTY INSURANCE CHECKLIST

RFP TITLE: In-Home Personal Care and Homemaking Services

RFP#: 15-070

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

REFERENCES

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company

Phone Number

Contact Name and Position

E-mail Address

Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

2. Company

Phone Number

Contact Name and Position

E-mail Address

Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

3. Company

Phone Number

Contact Name and Position

E-mail Address

Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

ATTACHMENT 1 - Minimum Standards IN-HOME PERSONAL CARE & HOMEMAKING SERVICES

1. Each program must have written eligibility criteria.
 2. All workers performing **IN-HOME PERSONAL CARE & HOMEMAKING 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.
-

CONTRACT

CONTRACT BETWEEN

THE COUNTY OF GENESEE

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

and

XXXXX

Hereinafter referred to as the "CONTRACTOR"

For the period from October 1, 2016 through September 30, 2017

Whereas, the COUNTY published a Request for Proposals ("RFP") # 15-070 for a Program of Services titled "In-Home Personal Care & Homemaking Services"; (hereinafter referred to as "Services"); and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP # 15-070 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 & Homemaking Services funded by Senior Citizen Services millage dollars to individuals 60 years of age 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 # 15-070 and Addenda ("the RFP"), and in CONTRACTOR'S Proposal in response to RFP # 15-070 ("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 accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, 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.
6. 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.
7. 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.
8. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or 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.
9. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date

of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

11. To perform annual criminal background checks on paid staff or volunteers with access to personal information or that have personal contact with the senior clients. See Attachment B. The CONTRACTOR further agrees that costs associated with persons meeting the following criteria will not be paid utilizing senior millage funds:
 - a. Persons having a felony conviction in this state or elsewhere within the last 10 years; or
 - b. Persons having a felony charge pending in this state or elsewhere; or
 - c. Persons having a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; or
 - d. Persons having a misdemeanor charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.

The COUNTY retains the right to deny reimbursement for salary requests, or recapture paid reimbursements by withholding from future requests, if it determines that the individual for whom the request is/was made falls within any of the above categories.

12. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B.11 above. 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.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.
14. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, 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."*

15. That Senior Millage funds may not be used to provide increases in salaries or compensation packages for any employee or contractor, unless required by a collective bargaining agreement existing as of October 1, 2010.
16. That overnight travel funded by Senior Millage dollars shall be approved in advance by the Genesee County Board of Commissioners. The CONTRACTOR agrees to adhere to its own travel regulations or, in the absence of such acceptable regulations, to the Genesee County Travel Regulations as set forth in Attachment H to this Contract. Notwithstanding the preceding, no overnight travel reimbursements shall be made from Senior Millage funds without prior approval of the Genesee County Board of Commissioners. Additionally, reimbursement costs for any travel shall not exceed those rates set forth in the Genesee County Travel Regulations.
17. That political campaign intervention, including directly or indirectly participating in, or intervening in, any political campaign on behalf, or in opposition, of any candidate for elective public office is prohibited. Political campaign intervention includes:
 - Contributing to political campaign funds;
 - Making public statements of position (verbal or written) by or on behalf of the CONTRACTOR in favor of or opposition to any candidate for public office;
 - Distributing statements prepared by others that favor or oppose any candidate for public office;
 - Allowing a candidate to use the CONTRACTOR'S assets or facilities, if the equivalent opportunity is not provided to all other candidates;
 - Making partisan comments in official publications of the CONTRACTOR or at official functions of the contractor;
 - Political fund raising at the CONTRACTOR'S place of business.

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
 - Promotion of voter registration in a non-partisan manner;
 - Encouragement of voter participation in a non-partisan manner;
 - Providing voter education / voter guides in a non-partisan manner;
 - Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
 - Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
 - Supporting the Senior Millage.
18. That 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.

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

1. This Contract shall commence on October 1, 2016 and continue through September 30, 2017. The Board has the option to extend this Contract for two additional one year terms at the rates provided in CONTRACTOR'S Proposal by providing CONTRACTOR with written notice thirty (30) days prior to the termination date of the Contract term of the COUNTY'S election to exercise the option.
2. The COUNTY agrees to compensate the CONTRACTOR for the term of the Contract an amount not to exceed \$XXXXXX for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.
3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. 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.
6. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.

7. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.
8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The CONTRACTOR acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this Contract. The CONTRACTOR agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

D. CONTRACT ATTACHMENTS

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

- Attachment A: RFP #15-070 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP #15-070
- Attachment C: Business Associate Agreement
- Attachment D: Reporting Forms (Monthly Invoice Form & Monthly New Client Address Form)
- 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: Approved Budget FY 2016 - 2017
- Attachment H: Genesee County Travel Regulations

E. AMENDMENTS

1. Any changes to this Contract will be valid only if made in writing and acknowledged 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 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. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$500.00 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 ninety days written notice to the other party stating the effective date of termination.
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 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. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory 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 approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory 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. Notwithstanding the preceding, COUNTY retains the right to demand and

obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR that the COUNTY deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

G. REPORTING REQUIREMENTS

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

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 rate of \$XXXX per one hour unit of service delivery for this Contract, with a maximum reimbursement total of \$XXXXXX per month. The purpose of the maximum reimbursement 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 permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.
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 of 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 budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit 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 term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.

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 HIPAA.

CONTRACTOR acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Notwithstanding the foregoing, confidential information collected and provided to the COUNTY by the CONTRACTOR as part of its reporting requirements shall be used solely for purposes of performing and evaluating the performance of this Contract and will not be retained.

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. This 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, 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.

[SIGNATURE PAGE FOLLOWS]

COUNTY OF GENESEE

XXXXXXXXXXXXXXXXXX

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

By: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Date

Date

Approved as to form:

Celeste Bell
Chief Assistant Prosecuting Attorney – Civil Division

Date