



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

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FLINT, MICHIGAN 48502

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www.gc4me.com

March 7, 2018

GENESEE COUNTY REQUEST FOR PROPOSALS #18-130

Sealed proposals will be received until **2:00 p.m. (EDT) Wednesday, March 28, 2018**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **CASE MANAGEMENT AND REFERRAL SERVICES FOR THE GENESEE COUNTY OFFICE OF 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 or at the website www.gc4me.com.

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: 2:00 p.m. (EDT) Wednesday, March 28, 2018

PROPOSAL REQUEST NUMBER: #18-130

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2018\18-130

Attachments

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RFP #18-130 CASE MANAGEMENT AND REFERRAL SERVICES FOR THE GENESEE COUNTY OFFICE OF SENIOR SERVICES

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **2:00 p.m. (EDT) Wednesday, March 28, 2018**, 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 5:00 p.m., 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 original, two additional paper copies, and one 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 MITN site for this offering.
3. Michigan Inter-governmental Trade Network– an alternate review of the CASE MANAGEMENT AND REFERRAL SERVICES FOR THE GENESEE COUNTY OFFICE OF SENIOR SERVICES can be done at <https://www.bidnetdirect.com/mitn>.
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) 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.
4. 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.

5. 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.
6. 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.
7. 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.

8. Preference for Genesee County Businesses and Veteran-Owned Businesses. Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
9. Proposal Format: Proposals must be submitted in the format outlined in SECTION 7 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: Through this RFP, Genesee County ("the County") is soliciting proposals from qualified firms to be a CASE MANAGEMENT AND REFERRAL SERVICE PROVIDER to conduct a Program of coordinated, collaborative services with a focus on responsible use of limited resources.

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 Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, 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 **Tuesday, March 20, 2018** 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. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in SECTION 7 - 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.
6. **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.
7. **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 Tuesday, March 20, 2018, to the Genesee County Purchasing Department as listed above.
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 proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

9. **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.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work with 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 lacking the capability, qualifications and the necessary experience for providing the services of a character similar to that required in this solicitation.

1. Qualifications of the company / employees performing the service
 - A) Contractor agrees to only employ staff that has had a satisfactory criminal background check. Employees:
 - a. Must not have a felony conviction in this state or elsewhere within the last 10 years;
 - b. Must not have a felony charge pending in this state or elsewhere;
 - c. Must not have a misdemeanor conviction in this state or elsewhere within the last 10 years involving theft, assault, battery or drug related crimes; and
 - d. Must not have a misdemeanor conviction charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.
 - B) Contractor agrees to only employ staff that has had an annual negative tuberculosis test.
 - C) Demonstrated Financial Stability.
 - D) Successful proposers will offer a qualified project team, capable of performing the continuum of pre-screening & intake, assessments, coordination and referrals, reassessments, and long-term assistance as needed with case management and referral programs.
 - E) Qualified teams shall consist of intake specialists, and certified and licensed professionals which may include Masters Degree Social Workers (MSW), Bachelor's
 - F) Degree Social Workers (BSW), Registered Nurses (RN), or Licensed Practical Nurses (LPN) to perform comprehensive assessments and reassessments, and who are currently licensed in the State of Michigan. Social work and nursing interns, working under the direct supervision of a MSW or RN, may also be utilized as part of the staffing component.

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 are contracted for by Genesee County through a competitive Request For Proposal (RFP) process, for the purpose of providing direct benefit to Genesee County residents 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 person resides.

Each Program of Services resulting from this RFP shall display: the Genesee County logo, a statement of Equal Opportunity and non-discrimination in-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 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. 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 (GCOSS) 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 successful respondent to this RFP.

SECTION 6 - PROJECT INFORMATION AND SCOPE OF WORK

Genesee County is seeking a **CASE MANAGEMENT AND REFERRAL SERVICE PROVIDER to conduct a Program of coordinated, collaborative services with a focus on responsible use of limited resources.** Services are to be delivered to seniors aged 60 years and older, whose residences are located at scattered sites throughout the entirety of Genesee County's 639 square miles of land area. **Genesee County welcomes innovative and unique strategies from proposers.**

Statistics:

- **For the 12 month period ending 9/30/17:**
- 1044 clients were provided with pre-screening and intake services
- 556 clients were provided an in-depth initial assessment
- 1849 reassessments were provided

Funding:

- The maximum amount of annual funding that is expected to be available is \$293,053.00.

Length of Contract:

- This is a one year contract, beginning on October 1, 2018 (the start of County's fiscal year). There is the option of two (2) – one year contract renewals with this RFP.

A. TARGET POPULATION:

THE CASE MANAGEMENT AND REFERRAL SERVICE PROVIDER shall work with persons aged 60 years and older, currently residing in Genesee County, in need of human services for the purpose of maintaining and enhancing quality of life for those senior individuals.

B. SCOPE OF WORK:

1. **General Description and Staffing.** The contracted service provider(s) will be utilized to maintain the level of Case Management and Referral service delivery currently provided to senior citizen residents of Genesee County. For the purposes of this proposal, service provision is defined as a continuum of the areas that make up this request for services: Case Management and Referral. Successful proposer(s) will demonstrate capability of performing services based upon a continuum of levels for the sole purpose of providing necessary services to clients aged 60 years and older. Services shall be provided that are inclusive of initial and/or pre-screening intake assessments, comprehensive assessments, coordinating clients' needs and making referrals to/from needed community services on behalf of the client from a one time basis to ongoing, and long term coordination, reassessments, multiple referrals and follow through. If a language barrier exists for the senior client, the Service Provider shall utilize appropriate interpretive services for the non-English speaking seniors. Any entities who subcontract with the Service Provider to provide interpretive services must provide monthly documentation to the Service Provider regarding all services provided.
2. Follow through effort(s) shall be conducted and documented for each senior client receiving services for every point within the continuum of service(s) provision. Successful proposers will demonstrate quality methods for evaluating the effectiveness and benefit(s) of services provided; identification of, referral to and communication with appropriate community agencies; with a complementing role of brokering existing community services and enhancing informal support systems.

Successful proposers will offer a qualified project team, capable of performing the continuum of pre-screening & intake, assessments, coordination and referrals, reassessments, and long-term assistance as needed with case management and referral programs. Qualified teams shall consist of intake specialists, and certified and licensed professionals which may include Masters Degree Social Workers (MSW), Bachelor's Degree Social Workers (BSW), Registered Nurses (RN), or Licensed Practical Nurses (LPN) to perform comprehensive assessments and reassessments, and who are currently licensed in the State of Michigan. Social work and nursing interns, working under the direct supervision of a MSW or RN, may also be utilized as part of the staffing component.

Successful proposer(s) shall develop and monitor a unique client service plan for each client in need of a comprehensive assessment. Following each needs assessment, service provider(s) will conduct coordination efforts that are decisively performed for each senior client at a level deemed necessary to coordinate and resolve individual seniors' needs for human services on an as-needed basis.

Successful Service Provider(s) must demonstrate the ability to make decisive referrals for services their clients need as well as the ability to follow up on those referrals. Successful proposer(s) must demonstrate knowledge of performing complex and multifaceted coordinative efforts between other community agencies, organizations and service providers.

3. **Initial or pre-screening intake** may be conducted over a telephone utilizing uniform contact procedures. Assessors must maintain consistent records in confidential conditions. It should be noted that not all intakes will require an assessment. However, each assessment must be recorded in writing to include date, time and duration of assessment, and name and signature of individual who performed the assessment. At a minimum, initial or pre-screening assessment records shall also include the following items a. through g. **If the initial or pre-screening assessment suggests a single coordination service need on a "one-time" or infrequent basis (this does not refer to repetitive delivery of service)**, the service provider shall provide the person with coordination and referral services and follow-up, and maintain documentation of outcome(s). Outcomes of coordination and referral services provided to senior clients shall be documented in writing for each initial and/or pre-screening assessment conducted. Successful proposer(s) must demonstrate knowledge of standardized coordination and/or referral protocol and procedures.

- a. Individual's name, address, and telephone number;
- b. Individual's birth date;
- c. Physician(s)' name, address, and telephone number;
- d. Name, address, and telephone number of person with whom individual resides, if not sole resident;
- e. Name, address, and telephone of caregiver and/or legal guardian if applicable;
- f. Listing of diagnosed medical problems and/or handicaps as identified in the preliminary clinical diagnosis;
- g. Perceived supportive service needs as expressed by individual or his/her representative
- h. Gender (optional); and
- i. Race (optional).

4. **Comprehensive Assessments.** If initial or pre-screening assessment suggest ongoing and/or multiple service needs, a **comprehensive assessment** of need shall be performed within 10 days of initial or pre-screening assessment if it is anticipated that there will be less than a thirty day waiting period for the needed service, or contact or referral from another community human services network

provider. Successful proposer(s) must have the capability of performing assessments and reassessments for senior persons, establishing a client service plan, actively coordinating and brokering needed services for their client(s), managing referral(s) to service providers, and conducting standard follow-through processes to ensure client(s) needs are resolved. Assessments of individual seniors' needs for human services shall be conducted for each senior client. Duplication of assessments on individual clients shall be avoided to the maximum extent possible between community agencies and/or organizations. Successful proposer(s) shall demonstrate extensive knowledge of the Genesee County human services network of agencies.

Assessors must include an explanation of how they determine whether or not the client is eligible to receive Medicaid and/or services from the Valley Area Agency on Aging (VAAA). This is to ensure that millage funds are not being used first, when other services are available. Referrals from the VAAA to the Case Management and Referral Service Provider for services that they are not able to provide are to be accepted. The Case Management and Referral Service provider is expected to make referrals to the VAAA, especially when VAAA has openings for services for eligible senior clients.

The Case Management and Referral Service provider must coordinate performance of services with other service providers so as to prevent assessments/reassessments from being performed when there are no openings with other service providers for the senior in need. For example, an assessment shall not be performed for a senior who, based on the initial intake evaluation, appears to be in need of home care if there are no available slots with home care providers in which to place the senior. A wait list titled "Assessment Wait List" shall be kept for individuals in need of an assessment when there is no available slot for the needed service. A copy of this wait list shall be provided to GCOSS with the monthly invoice.

The wait list titled "Service Wait List" will be maintained by the Case Management and Referral Service provider for seniors in need of services using the following criteria:

- a. At the beginning of each week, the Case Management and Referral Service provider will contact each of the Senior Millage funded care vendors to obtain an updated status of available slots and anticipated availability of slots in which to place any seniors in need of the following services:
 - i. Adult Day Care
 - ii. In-Home Personal Care & Homemaking Services
 - iii. Home Delivered Meals
 - iv. Respite Care

A monthly written summary of the status changes utilizing the service titles above must be prepared and submitted to the GCOSS with the monthly invoice.

- b. If it is anticipated that there will be less than a thirty day waiting period for the needed service, an assessment shall be performed, as needed, and the senior should be placed on the Service Wait List. At no time shall there be more than 10 seniors on the Service Wait List as a result of an initial assessment, with the exception of the In Home Personal Care and Homemaking Service Wait List, which may contain 20 seniors.
- c. If it is anticipated that there will be more than a thirty day waiting period for the needed service, or if it is impossible to ascertain the time period within which an opening for the needed service will occur, the senior is to be placed on the Assessment Wait List.
- d. Reassessments shall be performed on the appropriate schedule, which is once every six months. The wait list criteria stated above shall apply to new services determined to be needed as a result of the reassessment. However, the 10 person maximum for the Service Wait List does not apply to reassessments. Individuals wait listed as a result of a reassessment shall be referenced separately on the Service Wait List.

All comprehensive assessments and reassessments shall be conducted in person. Comprehensive assessments may be conducted in-home, at a service agency, or at a health care institution or long term care facility in preparation for discharge of the senior client. Reassessments must be conducted every six (6) months or more frequently, as needed, to determine effectiveness of client service plan(s). Each assessment shall provide as much of the following information as is possible to determine, recognizing the client's right to deny provision of information.

In addition to items 3.a. through 3.g. listed above as requirements of an initial or prescreening assessment, the following items shall be provided during a comprehensive assessment:

- a. Living arrangements;
- b. Condition of living environment (including other adults residing in the household);
- c. Income and financial resources, by source;
- d. Previous occupation, special interests, hobbies;
- e. Physical, mental, and social functional status, including limitations in Activities of Daily Living; and
- f. Supporting resources including physicians, pharmacists, family support network, hospitalization history, medical/health insurance information.

5. **Service Plans.** Each comprehensive assessment shall generate a unique client service plan for each individual who is to be provided comprehensive assessment services in cooperation with, and be approved in writing by, the client, client's guardian, or designated representative. Documentation of approved client service plans shall be maintained by successful proposer(s) for a minimum of five years after the term ends for any contract that may arise subsequent to this RFP.

Service Plans shall contain at a minimum:

- a. A statement of the client's problems, needs, strength, and resources;
- b. A statement of the goals and objectives for meeting identified needs;
- c. A description of methods and/or approaches to be used in addressing needs;
- d. Identification of services and the respective time frames they are to be coordinated, obtained, and/or provided from community human services network providers; and
- e. Treatment orders of qualified health professional(s), when applicable.

Successful service provider(s) will have the capability of accepting assessments and reassessments from other Intake, Assessment, and Referral Service Providers; Case Coordination-Assessment service providers; Care Management-Assessment service providers; Hospital and/or Medical Facilities Assessment providers and/or Discharge Coordinators; licensed and otherwise qualified for-profit and non-profit assessment services providers; Medicaid and Medicare Programs; Genesee County Health Plan Programs; other Community Action Agencies (such as Genesee County Community Action Resource Department (GCCARD), Valley Area Agency on Aging (VAAA), and Genesee Health System (formerly Community Mental Health (CMH), and other qualified and/or licensed physical and/or mental health assessment service providers, and/or socio-assessment service providers that may be seeking coordination and/or referral services for their clients.

The successful Service Provider will utilize uniform intake procedures and maintain consistent records. The contracted Service Provider will implement a consistent use of a coordinated, comprehensive referral system to include GCOSS, Genesee County Senior Centers, public agencies, medical health care facilities, and other Service Provider(s) focused on the senior population. The contracted Service Provider shall maintain electronic data recordkeeping systems that permit evaluation and reporting on its operational and programmatic performance. The contracted service provider shall maintain a record of all cases served each day, for the duration of the contractual agreement. Successful proposer must maintain a list of any persons waiting for their organization's services. Successful proposer shall describe methods that will be adopted by their organization in order to expeditiously provide persons with services. Efforts to provide waiting persons with services must include referrals to other qualified/licensed assessment and coordination service providers, including the VAAA, if the successful proposer(s) cannot provide services in a timely manner within their own organization. All efforts shall be documented and reported to the County on a monthly basis.

The contracted Service Provider will provide experience and expertise to determine the most effective and appropriate strategies to implement this comprehensive Program of services by utilizing an approach that effectively combines **CASE MANAGEMENT AND REFERRAL SERVICES** with requests for services from individuals and/or family members; referrals to and from other community service providers (**including, but not limited to:** Intake, Assessment, & Referral, Case Coordination, Care Management Services; Senior Service Centers, Home Delivered

Meals; Congregate Meals, In-Home Personal Care & Homemaking Services, Legal Services; Long Term Care Ombudsman Services; Adult Day Care Services; Respite Services; Volunteer Services; Health Care Services; Transportation Services, and Veteran Services). The successful proposer(s) will implement a consistent use of a coordinated, comprehensive, assessment and referral system to include public and private agencies and firms, and medical care facilities focused on the senior population. The contracted Service Provider will provide a detailed description of how Case Management and Referral Services will be provided.

Following is a listing of services to be performed under the **Case Management and Referral** Component Program of Services:

- A. Perform and document uniform assessment, coordination, referral and outcomes procedures
- B. Maintain consistent, confidential, accurate and systematic recordkeeping and reporting capabilities
- C. Develop and implement policies, procedures, and protocol for implementing a collaborative, community-wide system of referrals
- D. Document action taken on all Case Management and Referral Services
- E. Preparation and Implementation of a Staff Training Plan
- F. Develop Monthly and End of Year Reports for Case Management and Referral information. Provide monthly reports to Genesee County Office of Senior Services
- G. Prepare and implement a Client/Guardian approved Client Service/Care Plan for each senior resident provided comprehensive assessment, coordination, and referral services by your entity.
- H. Maintain Confidentiality Procedures in accordance with the Privacy Act of 1974 and with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
- I. Implement and maintain ethics policies inclusive of clauses regarding prohibition of solicitation and/or proselytization policies; these policies shall also demonstrate consistency with the Older Michiganians Act (P.A. 180 of 1981).
- J. Develop and implement an Emergency Preparedness Plan (inclusive of inclement weather; natural disaster; medical emergencies)
- K. Service Provider is encouraged to utilize volunteers and interns, as feasible, in program operations
- L. Conduct State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks for all paid staff and volunteer workers.
- M. Provider(s) must require that health exams inclusive of negative test results for tuberculosis be documented prior to that time that any paid staff and/or volunteer worker has direct, in-person contact with senior residents during the provision of services.
- N. Conduct Reassessments at 180 days minimal and inclusive of assessments of activities of daily living (ADL)
- O. Maintain documentation of service orders, contacts, referrals, outcomes, and follow up
- P. Maintain Progress/Contact Logs
- Q. Maintain documentation of Physician's prescriptions for medications and/or modified dietary meals

- R. Demonstrate knowledge of Medicare/Medicaid Programs, the Genesee Health Plan and Genesee County Health Department Programs and Regulations
- S. Demonstrate knowledge of the Genesee County Human Services Network
- T. Implement qualified Activities of Daily Living (ADL) Assessment tools when providing comprehensive assessments
- U. Administer, monitor and ensure effectiveness of project staff
- V. Provide Referrals to the following Programs of Services:
 - a. Home Delivered Meals
 - b. Congregate Meals
 - c. In-Home Personal Care
 - d. In-Home Homemaking Services
 - e. Transportation
 - f. Adult Day Care
 - g. Respite Services
 - h. Volunteer Services
 - i. Legal Services
 - i. Legal Assistance
 - ii. Prevention of Abuse & Exploitation
 - iii. Public and Private Guardianships/Conservatorships
 - j. Health Services
 - k. Veteran Services
 - l. Genesee County Senior Centers
 - m. Valley Area Agency on Aging (VAAA)
 - n. Other services as needed by senior residents
- W. Service Provider(s) will include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs and registration materials, advertisements, DVDs, CDs, 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.”*
- X. Service Provider(s) will include a cost sharing component, which consists of donations and fees for services, where allowable and feasible. If not feasible, Service Provider(s) will include a statement explaining why cost sharing is not deemed feasible.
- Y. If a language barrier exists for the senior client, the Service Provider shall utilize appropriate interpretive services for the non-English speaking seniors. Any entities who subcontract with the Service Provider to provide interpretive services must provide monthly documentation to the Service Provider regarding all services provided.

Following is a listing of additional services to be performed under the **Case Management and Referral** Component Program of Services:

- A. Perform and document uniform intake, assessment and referral procedures
- B. Maintain consistent, confidential, accurate and systematic Recordkeeping and Reporting Capabilities.

- C. Generate Monthly Reports for both Intake Coordinators and Case Managers. Documentation to be maintained includes, but is not limited to:
 - i. Initial Referral or Telephone Screenings and intakes
 - ii. Initial Assessment
 - iii. Completed Assessment
 - iv. Detailed Wait List Data
- D. Reassessments at 180 days
- E. Documentation of Service Orders, Contacts, Referrals, Outcomes, and Follow Up
- F. Progress/Contact Logs
- G. Client/Guardian Approved Care Plan
- H. Documentation of Physician's prescriptions for modified dietary meals.
- I. Develop and Implement Policies and Procedures for System of Referrals
- J. Preparation and Implementation of a Care Management Plan
- K. Physical Health Assessment and monitoring and referrals
- L. Mental Health Assessment and monitoring and referral of psychiatric symptoms and current stressors
- M. Assist individuals who experience anxiety and depression related to a medical illness(es).
- N. Medication assessment and education
- O. Daily administration of medicines
- P. Routine medical care (example: changing bandages, visual examinations for medical conditions that may require referrals to licensed Physicians, or in cases of suspected abuse/exploitation to appropriate legal entities, etc.)
- Q. Monitoring medicine intake according to orders prescribed by licensed Physicians
- R. Monitoring nutritional intake with consideration and in accord with any orders prescribed by licensed Physicians.
- S. Develop an individualized Referral Plan based on assessments of each senior's needs. When appropriate, provide referrals to, monitor and record outcomes; and survey Client Satisfaction with the following Programs of Services:
 - a. Home Delivered Meals
 - b. In-Home Personal Care
 - c. In-Home Homemaking Services
 - d. Transportation
 - e. Adult Day Care
 - f. Respite Services
 - g. Volunteer Services
 - h. Legal Services
 - i. Prosecution
 - ii. Prevention of Abuse & Exploitation
 - iii. Public & Private Guardianships
 - iv. Public and Private Conservatorships
 - i. Health Services
 - j. Veteran Services
 - k. Valley Area Agency on Aging (VAAA)
 - l. Genesee County Senior Centers

- T. Conduct reassessments within 180 days of assessment or previous reassessment for maintenance cases.
- U. Make referrals to Hospice Care, where appropriate
- V. Coordinate senior client care with the primary care physician, psychiatrist, specialist physicians, family, and community agencies
- W. Report individual cases to all Team members on a daily basis
- X. Maintain Confidentiality Procedures in accordance with the Privacy Act of 1974 and the Health Insurance Portability Accountability Act (HIPAA) of 1996.
- Y. Maintain ethics policies inclusive of clauses regarding prohibition of solicitation and/or proselytization policies; and that demonstrate consistency with the Older Michigianians Act (P.A. 180 of 1981).
- Z. Conduct State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks for all paid staff and volunteer workers.
- AA. Provider(s) must require that health exams inclusive of negative test results for tuberculosis be documented prior to that time that any paid staff and/or volunteer worker has direct, in-person contact with senior residents during the provision of services.
- BB. Develop and Implement an Emergency Preparedness Plan (inclusive of inclement weather; natural disaster; medical emergencies)
- CC. Develop and Implement Volunteer Worker Policies
- DD. Provide supportive counseling to the senior client, caregivers, and family.
- EE. Provide education to the senior client of disease processes, symptom management, and relapse prevention.
- FF. Assist senior clients and families coping with cognitive and behavioral changes associated with dementia and/or Alzheimer's syndromes.
- GG. Provide Palliative Care services to offer comfort support to senior clients and families whenever suffering and coping with life limiting illnesses and end of life issues are present.
- HH. Offer 24-hour on-call telephone consultation to senior clients and/or their physicians, families or caregivers

C. REFERRAL SERVICES RESPONSIBILITIES:

Each provider shall demonstrate cooperation with other **CASE MANAGEMENT AND REFERRAL** Service Providers in Genesee County to avoid duplication of services. Each Service Provider must determine whether a potential senior client is eligible to receive the respective service(s) or any component support service(s) offered through Program(s) supported by any other funding source than the Genesee County Senior Citizen Services Program. If it appears that an individual can be served through other resources, an appropriate referral should be made or third-party reimbursement sought. All Service Provider(s) must establish coordination with appropriate local Department of Health & Human Services (DHHS) offices; Genesee County Health Department (GCHD); Department of Veterans' Services (DVS); Genesee County Community Action Resource Department (GCCARD); Genesee Health System (formerly Genesee County Community Mental Health (CMH); U.S. Department of Transportation (DOT); and/or 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 which can be paid for, or provided through, other Local, State, or Federal Programs.

SECTION 7 - 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:

- The proposal is not received in a timely manner in accordance with the terms of this RFP
- The proposal does not follow the specified format as presented in **Section 7**.
- 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 #18-130
- B. Proposal submitted by the due date and time.
- C. One (1) Copy of Proposal in Electronic Format
- D. One (1) original, clearly marked as such, and two (2) additional hard copies of the proposal
- E. Signed Signature Page with an Original Signature
- F. Executed Insurance Checklist.
- G. Completed Reference Page.
- H. Prior Year's Financial Audit or audited Financial Statements
- I. Current Year Financial Statements
- J. Proposer's Statement of all Exceptions to any Terms, Conditions, and Specifications, as desired.
- K. Proposed Alternate Payment Schedule, as desired (if monthly payment schedule is acceptable, proposer must indicate "No Alternate Payment Schedule Proposed"). Requests for start-up costs shall be described as part of this item.
- L. Emergency Preparedness Plan.
- M. Technical Proposal shall be limited to 15 one-sided typewritten pages, font size 11-12, and shall consist of the following components:

- 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 this procurement as presented in this RFP.
4. **Management Summary:**
Include a narrative description of the proposed effort, goals, and objectives of the service(s) 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 will be 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 that **for the purposes of this proposal, One Delivery Unit of Service ends at One Hour of Service provided to One Genesee County Resident aged 60 years or Older.**
 - a. Describe your organization's prior experience in human services fields.
 - b. Identify any geographic areas within Genesee County that your services are bound to, or limited within.
 - c. Identify administrative, professional and technical staff responsible for performing proposed services, their function(s), qualification(s) and experience.
 - d. Provide the number and positions of additional staff that will need to be hired to expand your current caseload.
 - e. Provide requisite licensure and certifications in accordance with Subsection 7 of this Section.
 - f. Identify the names and services to be provided by any subcontractor to be utilized in providing services under the contract. Include copies of written agreements and/or arrangements demonstrating formal relationship(s).
 - g. Describe your process for performing and documenting initial and/or pre-screening assessments, comprehensive assessments, reassessments, and preparation of comprehensive, unique, client service plans.
 - h. Provide a listing of the agency(ies) to which you currently make referrals.

- i. Describe your system for performing and documenting uniform contacts, coordination procedures, and referral processes that will be utilized should your proposal be successful.
- j. Provide written agreements/arrangements, referral protocol and policies to be utilized to provide senior clients with assistance in securing needed resources from community human services network agencies. Include timeframe(s) for service delivery.
- k. Describe your process for performing and documenting coordination efforts and outcomes procedures for senior clients that seek and/or are provided with your proposed services.
- l. Describe your organization's discharge criteria and policies/procedures.
- m. Describe your ability to maintain consistent, confidential, accurate and systematic techniques for recordkeeping and reporting.
- n. Provide an estimate of the number of cases that your agency proposes to manage. One case is defined as a combination of assessment, coordination efforts, and referral services provided to one Genesee County resident aged 60 years and older.
- o. Provide the number of senior clients currently listed on a waiting list for your services, categorized by nature of cases.
- p. Describe client eligibility, and prioritization criteria that will be utilized for determining eligibility, and prioritizing clients' need for your proposed services project.
- q. Describe your process for conducting State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks with a fingerprint component for all paid staff and volunteer workers.
- r. Provide Letters of Good Standing. Must provide a minimum of three, with no maximum number. They should be from organizations that can attest to work completed for them by your organization or that have first-hand knowledge of your organization's work in the community.
- s. 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, experienced in Case Management and Referral methods and best practices with an emphasis on provision of services to persons aged 60 years and older. Include the number of administrative, professional, and

technical personnel by skill and qualification that will be employed in the work to be performed under this proposal. Identify key individuals by name and title. Submit resumes, copies of current licensure, and qualifications for all persons who will be working on the proposed project. The successful firm/agency must be able to staff a project team, which is experienced in Intake, Assessment, and Referral methods; Case Coordination-Assessment, and/or Case Management-Assessment issues.

7. **Licensing Requirements:**

Successful CASE MANAGEMENT AND REFERRAL service provider(s) will be required to demonstrate knowledge of the Genesee County Human Services Network of agencies and organizations, with a focus on senior citizens' services. Successful proposers shall provide a project staff team who will perform best standard practices to perform assessments, coordination, and referral care for senior citizens.

Project teams shall consist of staff who has attained at a minimum, a Bachelor's Degree in a human service field from an accredited institution, or who, by licensure, training, or experience, have the ability to assess and coordinate physical, mental, and socio health needs of an older person, and match those needs with services, make and receive referrals for service needs, and conduct reassessments and follow up coordination for senior clients' needs. The contracted Service Provider(s) shall provide documentation that assures that all professional team staff possesses credentials that include, but may not be limited to, current State of Michigan Social Work Licensure, current Registered Nurse (RN) Licensure, current Licensed Practical Nurse (LPN) Licensure, proof of degrees, and training certifications as required by MCL 133.1723. If the proposer is an institution or agency that participates in Medicare reimbursement programs, current proof of Joint Commission on Accreditation of Healthcare Organizations (JCAHO) compliance shall be provided.

Licensing Requirements:

- a. **CASE MANAGEMENT and REFERRAL Service Provider(s)**
No specific Program licensing requirements are necessary for this if applied for as a stand-alone Program of services. However, proposer(s) must demonstrate knowledge of information and referral services currently functioning in Genesee County, and must provide Project staff trained as Intake, Assessment, and Referral specialists. Successful Service Provider(s) must demonstrate familiarity with Genesee County Human Services Network agencies and organizations, with a focus on senior citizens' services. Successful Service Provider(s) must offer the ability to make decisive referrals and conduct follow through assessments.

8. **Confidentiality:**

Service Provider(s) shall submit a copy of their policies and procedures in place to protect the confidentiality of information about senior citizens assisted throughout this Program of Services. Procedures must include procedures that 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.

N. **Cost Proposal**

The information requested in this section is required to support the reasonableness of your proposal. Proposers are encouraged to submit proposals based on their firm(s) capacity and capabilities of offering relevant Delivery Units of Services in response to this RFP. The submittal and response to this Section shall reflect cost information for the proposed Intake, Case Management, Assessment, and Referral Services. Costs shall be itemized and result in a distinct cost per one delivery unit of service. **For the purposes of this proposal, One Delivery Unit of Service equals One Hour of Service(s) provided to One Genesee County Resident aged 60 years or Older.** A complete cost proposal distinguishing a delivery unit cost shall be submitted for each year of a three year period. The proposal should include the following information:

1. **Labor Costs:**

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

- Name and Title
- Estimated hours
- Rate per delivery unit - One billable unit ends at one (1) hour of service provision
- Total cost for each project team member and for all labor needs

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

Administrative and Overhead costs will be scrutinized in the Cost Proposal. Service Provider(s) will need to clearly show the percentage of funds going to administration, and also the percentage of funds going to overhead. Service Provider(s) will need to clearly list what is included under the administration category, and the overhead category.

Itemize the following:

- Direct and indirect costs;
- Overhead costs;
- Total for each line item; and
- Percentage of each category of cost (percentages should total 100%).

3. **Transportation Costs:**
Show costs for transportation if applicable to your Service(s) Proposal.
4. **Cost of Supplies and Materials:**
Itemize so as to show the nature of supplies and materials and respective costs per One Delivery Unit.
5. **Rate per One Delivery Unit:**
The prices per Delivery Unit shall be held firm by the contractor as proposed for each of the possible three (3) years. This is an estimated requirements contract; accordingly, the contractor(s) will be paid only for those Delivery Units actually provided. Further, the price per One Delivery Unit shall be provided for the following projected contract periods:

October 1, 2018 to Sept. 30, 2019	\$ _____	Price per One Delivery Unit
October 1, 2019 to Sept. 30, 2020	\$ _____	Price per One Delivery Unit
October 1, 2020 to Sept. 30, 2021	\$ _____	Price per One Delivery Unit

- O. Identify the dollar amount and source(s) of program income expected to be generated as a direct result of a successful proposal, and explain how that program income will be utilized. Other attributes taken into consideration will include start-up costs, expansion costs and time involved to achieve implementation or service delivery.

SECTION 8 - 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 shall exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee shall then score all proposals based upon the evaluation criteria detailed herein. This process includes committee members reviewing each proposal individually and scoring each proposal based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine committee recommendations. Upon completion of scoring and ranking proposals, the Committee may recommend short-listing the 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, to carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short-listed proposers.

Please note that presentations may be provided to Genesee County support staff by the short listed firms. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's past performance in providing similar services.

The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.

Subsequent to final selection and award by the Board of Commissioners, a contract shall 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 9 - EVALUATION CRITERIA

Selection is competitive and Genesee County's focus is on cost effectiveness and maintaining delivery of services at the levels currently provided. Genesee County is also focused on the quality and consistency of the service provided as well as the professional expertise of the provider.

All proposals received shall be subject to an evaluation by Genesee County and GCOSS staff, as deemed appropriate for the purpose of selecting the 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 then be ranked by total score. Please note that proposals submitted by a Genesee County and/or Veteran Owned Businesses shall receive additional points consistent with Genesee County's Local Preference Policy as described in Section 1.8.

1. **Capability:** **20 points**
This criterion includes the ability of the proposer to meet the terms of the RFP. Emphasis will also be placed on the soundness of the proposer's approach to the problem as presented in the Project Information and Scope of Work.

2. **Coordinative Services Responsibilities** **20 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 senior citizen clients and services together. This criterion includes the proposer(s) definition of the assessment, coordination, and referral process in concrete terms. Definition includes knowledge of professional assessment practices of the targeted population; systematic usage and documentation of client/services information; development and utilization of a collaborative system for sharing secure data on clients and services for the purpose of directly improving service delivery; knowledge of data privacy legislative regulations; demonstrated ability to establish and utilize formalized referral processes and knowledge of standardized client referral protocol; demonstrated knowledge of Genesee County's community human services network and activities; level of collaboration at the local, state, regional, and national levels. 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.

3. **Financial Stability of Service Provider:** **20 points**
This refers to the Service Provider's overall basic financial statements, audit presentation and disclosures as to the solvency of the firm.
4. **Professional Personnel:** **10 points**
This refers to the competence of the professional personnel who will be assigned to the job 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 qualification(s) of the project manager and the number of dedicated staff planned for this project by the proposer(s).
5. **Cost of Time and Materials:** **10 points**
While important, the cost proposal will not be the determining factor for an award. Genesee County will award a contract to the proposer(s) that demonstrate the best ability to fulfill the requirements of the RFP. In reviewing cost proposals, services and quality offered shall be considered.
6. **Prior Experience:** **5 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.
7. **Community Facilitation:** **5 points**
This refers to the approach for obtaining input and feedback from both public and private organizations in the study area. This includes the number, type and content of meetings and/or methods for community input, as well as referring to the approach the proposer(s) will take to ensure their position in assessment, coordination, and referral efforts.
8. **Relevance & Significance of Submitted Additional Information:** **5 points**
9. **Local Preference for Genesee County & Veteran Owned Businesses** **5 points**
10. **Total Points Possible** **100 points**

SIGNATURE PAGE
GENESEE COUNTY RFP #18-130
CASE MANAGEMENT AND REFERRAL SERVICES FOR THE GENESEE COUNTY
OFFICE OF SENIOR SERVICES

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:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

Proposal Title CASE MANAGEMENT AND REFERRAL SERVICES FOR THE
GENESEE COUNTY OFFICE OF SENIOR SERVICES

Proposal Number 18-130

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state RFP number and title	
<input checked="" type="checkbox"/> 8. <u>Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	

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

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. REVISIED 04/08/2010

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:
CASE MANAGEMENT & REFERRAL Service Provider(s)**

Inclusive of all items incorporated and referenced herein as **Attachment 1**, the following additional Minimum Standards shall be adhered to by successful Case Management and Referral Service Provider(s):

1. If intake suggests ongoing and/or multiple services needs, a comprehensive, individual assessment of need shall be performed **within ten days of intake, only if it is anticipated that there will be less than a thirty day waiting period for the needed service(s).**
2. If intake suggests ongoing or multiple, complex service needs at a level beyond the scope of the Case Management and Referral Service Provider, a referral shall be made within seven days of the comprehensive assessment date to another CASE MANAGEMENT AND REFERRAL Service Provider(s), such as the Valley Area Agency on Aging (VAAA).
3. All assessments and reassessments shall be conducted in person. All reassessments must be conducted every six (6) months, or as needed to determine the results of implementation of the service plan. If reassessment determines the client's identified needs have been adequately addressed and the client no longer requires any Senior Millage Services, the case may be closed.
4. Each assessment shall provide as much of the following information as is possible to determine, recognizing that caseworkers must attempt to acquire each item, but must accept clients' rights to refuse to provide information:
 - a. Basic Information
 - 1) Individual's name, address, and telephone number
 - 2) Age, date, and place of birth
 - 3) Gender
 - 4) Marital status
 - 5) Race and/or ethnicity and spoken language
 - 6) Living arrangements
 - 7) Condition of living environment
 - 8) Income and other financial resources, by source (including SSI and GA)
 - 9) Expenses
 - 10) Previous occupation, special interests, and hobbies
 - 11) Whether or not the senior's income is at or below the poverty level and indicate sources of income including Supplemental Security Income (SSI)
 - b. Functional Status
 - 1) Vision
 - 2) Hearing
 - 3) Speech
 - 4) Oral status (condition of teeth, gums, mouth, and tongue)

- 5) Prosthesis
- 6) Psychosocial functioning
- 7) Limitations in Activities of Daily Living and Instrumental Activities of Daily Living (ADL and IADL)
- 8) History of chronic and acute illnesses
- 9) Eating patterns (diet history)
- 10) Prescriptions, medications, and other Physician orders

c. Supporting Resources

- 1) Physicians(s') name(s), address(es), and telephone number(s)
- 2) Pharmacy name(s), address(es), and telephone number(s)
- 3) Services currently receiving or received in past (including identification of those funded through Medicaid)
- 4) Extent of family and/or informal support network
- 5) Hospitalization history
- 6) Medical/Health Insurance Information

d. Need Identification

- 1) Client/Family Perceived
- 2) Assessor Perceived and/or identified from Referral Source/professional community

5. A Service Plan must be developed for each individual in cooperation with, and be approved by the client, client's guardian, or designated representative.

Service Plans must contain at a Minimum:

- a. A statement of the client's problems, needs, strengths, and resources.
- b. A statement of the goals and objectives for meeting identified needs.
- c. Description of methods and/or approaches to be used in addressing needs.
- d. Identification of services and the respective time frames they are to be obtained/provided from other community agencies and/or Service Provider(s).
- e. Treatment orders of qualified health professional, when applicable.

**ATTACHMENT 2: Minimum Standards:
CASE MANAGEMENT AND REFERRAL Service Provider(s)**

Inclusive of all items incorporated and referenced herein as **Attachment 2**, the following additional Minimum Standards shall be adhered to by successful Case Management and Referral Service Provider(s):

1. Case Management and Referral Service Provider(s) must determine eligibility of each senior client for medical care.
2. Case Management functions shall be conducted by a multi-disciplinary team consisting at minimum, of a social worker or a registered nurse.
3. Case Managers shall establish a confidential record for each client served. The record shall include, but not be limited to the following information:
 - a. Completed telephone screening intake
 - b. Completed assessment
 - c. Client-approved plan of care
 - d. Documentation of service orders, linkage forms
 - e. Progress notes which serve as a log for documenting pertinent contacts with client, providers, and others involved in caring for the client
 - f. Reassessment
 - g. Correspondence pertaining to client's care
 - h. Person centered planning.
4. Established protocols shall be utilized to assess an individual's abilities, health and physical functioning, living situation, informal support potential and financial status.
5. A plan of care detailing the services to be arranged or purchased shall be established for each enrolled client. Assessment findings shall be utilized to establish the plan of care. Care plans shall be modified or adjusted based on reassessment findings or other changes in the client's condition.
6. Reassessments shall be conducted:
 - a. Within 180 days of assessment or previous reassessment for maintenance cases.
7. Ongoing monitoring and follow-up shall be conducted to ensure the client's health and safety, quality of care, and satisfaction with services.
8. Each program shall utilize a standardized Information System according to established protocols to track client data, services data, and billing data.
9. Each program shall establish linkages with agencies providing long term care support services within the program area (e.g., in-home services providers, case coordination and support programs, and waiver programs).

10. Programs shall ensure staff is available to assist in disaster management activities coordinated by the local emergency operations center as necessary to protect the health and safety of Case Management clients.

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
(Name of Contractor)
(Address)
(City, State Zip Code)

Hereinafter referred to as the "CONTRACTOR"

For the period from October 1, 2018 through September 30, 2019

Whereas, the COUNTY published a Request for Proposals ("RFP") #18-130 for a Program of Services titled "Case Management and Referral Services for the Genesee County Office of Senior Services" (hereinafter referred to as "Services"); ; and

Whereas, CONTRACTOR submitted a Proposal in response to RFP # 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 Case Management & Referral Services funded by Senior Citizen Services millage dollars to senior 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 # and Addenda ("RFP"), in CONTRACTOR'S Proposal in response to RFP # ("Proposal"), which are hereby incorporated to 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 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.
6. To perform home delivered meal assessments and reassessments, maintain records and cooperate with the auditing agency as provided for in Attachment H of this Contract.
7. To adhere to all operating guidelines and standards as designated in Exhibit 1 of Attachment H to this Contract or those specified by the auditing agency if notified of changes to this Exhibit.
8. 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.
9. 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.
10. 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.
11. 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.

12. To utilize all report forms as required under the RFP, as well as those included in this Contract 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).
13. To perform annual criminal background checks on paid staff and 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 have 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.

14. To provide annually the documentation demonstrating appropriate licenses, criminal background checks and negative tuberculosis tests for employees as specified in the RFP and subparagraph B.13. 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, licenses (if appropriate) and criminal background checks for new hires or new volunteers shall be performed and provided to the County within fifteen days of their commencement.
15. To perform and provide to the COUNTY an annual financial audit of its operations 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 or reimbursements for the performance period.

16. 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."

17. 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 or unless a wage increase is required to comply with any state or federal minimum wage law.
18. 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 I 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.
19. To coordinate performance of Services with other vendors so as to prevent assessments/reassessments from being performed when there are no openings with other service vendors for the senior in need. For example, CONTRACTOR shall not perform an assessment for a senior who, based on the initial intake evaluation, appears to be in need of home care if there are no available slots with home care vendors in which to place the senior. A wait list titled "Assessment Wait List" shall be kept for individuals in need of an assessment when there is no available slot for the needed service. This paragraph shall be implemented utilizing the criteria listed in subparagraph B.20.below. A copy of this wait list shall be provided to the COUNTY with the monthly invoice.
20. To maintain a wait list titled "Service Wait List" for seniors in need of services using the following criteria:
- a. At the beginning of each week, CONTRACTOR will contact each of the Senior Millage funded care vendors to obtain an updated status of available slots and anticipated availability of slots in which to place any seniors in need of the following services
 - Adult Day Care
 - In-Home Personal Care & Homemaking Services
 - Home Delivered Meals
 - Respite Care
- CONTRACTOR will prepare a monthly written summary of the status changes utilizing the service titles above to be submitted to the COUNTY with the monthly invoice.
- a. If it is anticipated that there will be less than a thirty day waiting period for

the needed service, CONTRACTOR shall perform the assessment, as needed, and place the individual on the Service Wait List. At no time shall there be more than 10 people on the Service Wait List as a result of an initial assessment with the exception of In-Home Personal Care & Homemaking Services for which there may be 20 people on the Service Wait list.

- b. If it is anticipated that there will be more than a thirty day waiting period for the needed service, or if it is impossible to ascertain the time period within which an opening for the needed service will occur, CONTRACTOR shall place the individual on the Assessment Wait List. Assessments shall be performed in compliance with subparagraph B.19 above.
- c. Reassessments shall be performed on the appropriate schedule (every 6 months). The wait list criteria stated above shall apply to new services determined to be needed as a result of the reassessment. However, the 10 person maximum for the Service Wait List does not apply to reassessments. Individuals wait listed as a result of a reassessment shall be referenced separately on the Service Wait List.
- d. A copy of this wait list shall be provided to the COUNTY with the monthly invoice.

21. 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.

22. 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 term shall commence on October 1, 2018 and continue through September 30, 2019. The Board has the option to extend this Contract for up to two (2) additional one year terms (the "Extension 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 Initial Term on 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 \$xxx,xxx.xx 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 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 representative 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 the 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 18-130 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP
- 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 2018 – 2019 Attachment H: Assessing Agency Requirements for Home Delivered Meals
- Attachment I: 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 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. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$5,000.00 without further consultation with the Genesee County Board of Commissioners.
8. The CONTRACTOR may submit a maximum of one budget amendment per quarter. All budget adjustments must be approved by the Office of Senior Services, and the Board of Commissioners, when required.

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 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. The COUNTY will provide the 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, the 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

The 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 a monthly basis a compilation, or copies, of Client Satisfaction Surveys providing information similar to that in the sample form found in Attachment E. CONTRACTOR will also comply with the reporting requirements stated above in subparagraphs B.19 and B.20. and of the auditing agency.

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 for Case Management and Referral Services and \$xxxx.xx per one hour unit of service for Intern and Volunteer Services., with a maximum reimbursement total of \$xxxx.xx 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 term 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 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 budget, expenditures for Services knowingly performed where not vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
4. Properly documented requests for reimbursement submitted to the COUNTY by the 21st of each month will be processed and, if approved, disbursed by the 15th of the next month. Requests submitted later than the 21st of each month and

incomplete requests (e.g. inadequate supporting documentation) will be processed in the following reimbursement cycle. At its sole discretion, the COUNTY will deem expenditures as either eligible or ineligible for each reimbursement or advance expenditure request. The COUNTY may, at its discretion and upon reasonable notice, require the CONTRACTOR to complete reports additional to those attached to this CONTRACT regarding the CONTRACTOR'S expenses and activities.

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 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.

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, 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

Name of Organization

By: Mark Young, Chairperson
Genesee County Board of Commissioners

Date

Date