



GENESEE COUNTY PURCHASING
A Division of the Genesee County Controller's Office
COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 361,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030 Fax (810)257-3380

March 12, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-173

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, April 11, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **ADULT DAY CARE SERVICES** for the Genesee County Office Senior Services.

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

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

DUE DATE: 3:00 p.m. (EDT), Thursday, April 11, 2019
SUBMISSION OF QUESTIONS DUE: 12:00 p.m. (EDT), Monday, March 25, 2019
PROPOSAL REQUEST NUMBER: #19-173

Derrick Jones, Purchasing Administrator

bid2\2019\19-173
Attachments

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TABLE OF CONTENTS

SECTION 1 - INSTRUCTIONS TO PROPOSERS	3
SECTION 2 - STANDARD TERMS & CONDITIONS	4
SECTION 3 - ADDITIONAL TERMS & CONDITIONS	4
SECTION 4 - QUALIFICATIONS OF PROPOSERS.....	8
SECTION 5 - PROJECT OVERVIEW.....	9
SECTION 6 – PROJECT INFORMATION AND SCOPE OF WORK	10
SECTION 7 - INSURANCE REQUIREMENTS.....	16
SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS.....	17
SECTION 9 - EVALUATION AND SELECTION PROCEDURE.....	22
SECTION 10 - EVALUATION CRITERIA.....	22
SIGNATURE PAGE.....	25
GENESEE COUNTY INSURANCE CHECKLIST.....	26
REFERENCES	27
ATTACHMENT 1 MINIMUM STANDARDS-ADULT DAY CARE SERVICE PROVIDER(S)	28
ATTACHMENT 2 PART 544 MIOSHA BLOOD BORNE AND BLOOD BORNE TRAINING REQUIREMENTS.....	34
CONTRACT.....	35

RFP #19-173 ADULT DAY CARE SERVICES

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, April 11, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, 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. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
3. **Submit one (1) original (clearly marked as such), two (2) additional hardcopies, and one (1) electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
4. Michigan Inter-governmental Trade Network – an alternate review of the RFP Adult Day Care Services can be done at:
<http://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.
5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this

solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.

6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
7. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

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

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

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link:
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose**: This RFP provides qualified firms with information to enable them to prepare and submit proposals for consideration by Genesee County ("the County"), for all required services referenced in "SECTION 6 – PROJECT INFORMATION AND SCOPE OF WORK."

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Office of Senior Services (GCSS). The contact person is Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3560 and djones@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 **Monday, March 25, 2019 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County no later than March 29, 2019.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
6. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
7. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
8. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
9. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.

10. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
11. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Monday, April 8, 2019 by 12:00 p.m. (EDT) to the Genesee County Purchasing Department as listed above.
12. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
13. **Clarification of Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Director.

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

14. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

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

15. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
16. **Solicitation and Identification:** No paid or volunteer staff person of any Program or Service Provider shall be allowed to solicit contributions from program participants, offer for sale any type of merchandise or service, or seek to encourage the acceptance of any belief or philosophy or proselytize any beliefs to program participants. This prohibition shall not be construed to interfere with a senior service center undertaking a campaign for support contributions through the mail, nor does it prohibit the placement in a senior center of a collection box in a neutral location (i.e., not in the meal serving area) on the facility site as long as it is clear that the provision of any facility service is not dependent on the senior individual making a donation. Each paid or volunteer staff person of any Program or Service Provider, who enters a senior person's residence, shall display proper identification, inclusive of but not limited to: a valid Michigan Driver's License; an agency picture identification, or some other form of agency identification.
17. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
18. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
19. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
20. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.

21. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
22. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
23. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
24. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

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

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

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

1. Demonstrated Financial Stability of Proposer
2. Must offer trained staff that is supervised by a professionally qualified person
3. Qualifications of the company/employees performing the service
 - Contractor agrees to only employ staff that has had a satisfactory criminal background check. Employees:
 - Must not have a felony conviction in this state or elsewhere within the last 10 years;
 - Must not have a felony charge pending in this state or elsewhere;
 - 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

- Must not have a misdemeanor conviction charge pending in this state or elsewhere involving theft, assault, battery or drug related crimes.
 - Contractor agrees to only employ staff that has had an annual negative tuberculosis test.
 - Successful proposers will offer a qualified project team including a full time Program Director with a minimum of a Bachelor's Degree in a health or human services field, or be a qualified health professional.
4. Adult day care service providers must have the minimum capacity to provide up to eight (8) units of service per client per day, five days per week.

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

SECTION 5 - PROJECT OVERVIEW

Genesee County has adopted a Plan for utilizing the funding generated by the Senior Services Millage initially passed by Genesee County voters in 2006 and renewed in 2014. The Plan provides for a Senior Citizen Services Program, under which priority services and programs are contracted for by Genesee County through a competitive Request For Proposals (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 (GCROSS) will be responsible for implementing a process to reimburse all contractors on a monthly basis, for their performance on all contractual Agreements under this Program of services, unless a satisfactory alternative payment schedule is proposed by the respondent to this RFP.

SECTION 6 – PROJECT INFORMATION AND SCOPE OF WORK

Genesee County is seeking **ADULT DAY CARE SERVICES PROVIDER(S)** 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 residing throughout Genesee County's 639 square miles of land area. **Genesee County welcomes innovative and unique strategies from proposers.**

The contracted Service Provider(s) will be utilized to maintain the number of senior citizens currently utilizing **ADULT DAY CARE** Services in Genesee County.

Statistics

There are approximately 29 Genesee County senior citizens age 60 and older who are currently receiving **ADULT DAY CARE** Services.

For the 12 month period ending September 30, 2018:

- There were an average of 36 ADULT DAY CARE clients per month
- The average ADULT DAY CARE client used 49.7 hours of service per month
- There are approximately 17 Genesee County senior citizens age 60 and older who are currently on a waiting list for ADULT DAY CARE Services.

Funding

The maximum total amount of annual funding that is expected to be available for this service in FY 2019 – 2020 is \$256,290.00.

Length of Contract:

This RFP will offer a one year contract, beginning on October 1, 2019 (the beginning of the County's fiscal year). There will be the option of two (2) one year contract renewals, by mutually agreement between the County and successful vendor.

Delivery Unit – Adult Day Care Services

- One Delivery Unit equals One hour of service provided to One Eligible Participant

The contracted Service Provider(s) will provide experience and expertise to determine the most effective and appropriate strategies to implement this comprehensive program of services by utilizing an approach that effectively combines **ADULT DAY CARE** Services delivery with referrals to and from other Senior Service Providers including, but not limited to: the Alzheimer's Association (the County's Case Management Contractor) and the Valley Area Agency on Aging (VAAA) (the County's Intake and Referral Contractor) as appropriate.

A. TARGET POPULATION:

ADULT DAY CARE SERVICE PROVIDER(S) shall work with persons aged 60 years and older, currently residing in Genesee County, in need of adult day care services for the purpose of maintaining and enhancing quality of life for those senior individuals.

B. SCOPE OF SERVICES:

For the purposes of this RFP, **ADULT DAY CARE** Services are described as day-time care that is furnished at an away from home site for functionally and/or cognitively impaired persons aged 60 years and older who reside in Genesee County. Daytime care is for any part of a day, but less than twenty-four (24) hours in one day, for one or more days per each week. Services will be provided in a supportive group setting other than where the senior resides. These services shall be provided through a structured program that encompasses both health and social services necessary to ensure the optimal functioning of the senior individual. Transportation to and from the Adult Day Care facility may be included as an optional part of the program provided by **ADULT DAY CARE** Service Provider(s), but is not a required service of this RFP.

Successful Service Provider(s) shall establish written criteria to determine eligibility for **ADULT DAY CARE** Services, which shall include Minimum Standards as referenced in this RFP as **Attachment 1**. **ADULT DAY CARE** service provider(s) must conduct a uniform preliminary screening process that may be conducted over the telephone or by referral. These initial pre-screenings may be based on timely initial assessments or reassessments provided through an established referral process between **ADULT DAY CARE** service providers and Case Management providers. Admission to the program may be based on the referral resulting from this process.

Prior to admission to any **ADULT DAY CARE** Services Program, comprehensive individual assessments or reassessments must have been conducted in person by Case Management provider(s) within the previous six months of the referral. Assessors must attempt to acquire information as listed in **Attachment 1**, but must also accept any senior person's refusal to provide requested information.

Service Provider(s) must develop a Client Service Plan for each senior individual admitted to an **ADULT DAY CARE** Services Program. All Client Service Plans must be developed in cooperation with, and be approved by, the client, the client's legal guardian or designated representative, and must adhere to Minimum Standards in **Attachment 1**. Successful Service Provider(s) shall have a written policy/procedure to govern the development, implementation, and management of Client Service Plans, which are to include an in-house client reassessment every three (3) months to determine the results of their individualized Plan.

The following are **Required Services** that must be provided by the **ADULT DAY CARE** Service Provider(s):

- Personal Care - Personal Care is defined as providing assistance to a senior person with Activities of Daily Living (ADL), including bathing, grooming, toileting, ambulation, transferring and eating. Further care, such as hair care as in permanents or color or full manicures or pedicures, would need to be performed by a licensed professional.

- Nutrition - One meal (preferably a hot meal) per eight hour day must be provided in adherence with Minimum Standards, taking into account the duration of time client is on site and any dietary restrictions (**see Attachment 1**).
- Recreation - Planned activities suited to the needs of a senior client and in accordance with Minimum Standards must be provided (**see Attachment 1**).

Optional Services such as the following may be provided by the Service Provider(s):

- Rehabilitative therapies
- Medical support services
- Services within the scope of defined practices of nursing under the Michigan Public Health Code and Michigan Board of Nursing
- Dental services
- Podiatric services
- Ophthalmologic services
- Health counseling
- Legal services
- Transportation Note: If transportation is to be provided, minimum standards must be adhered to (**see Attachment 1**)

The **ADULT DAY CARE** Service Provider(s) must establish written procedures to govern the assistance to be given to senior persons in taking medications while participating in any program of **ADULT DAY CARE** Services. Procedures must adhere to applicable Minimum Standards (**Attachment 1**). The Service Provider(s) must establish a written discharge policy/procedure for discharging senior individuals from their Program of services as referenced in **Attachment 1**.

The **ADULT DAY CARE** Service Provider(s) must employ a full-time Program Director with a minimum of a Bachelor's Degree in a health or human services field, or be a qualified health professional. The program shall provide continuous, direct care support staff at a ratio of no less than one direct care staff person for each ten facility participants. To establish this ratio, the total number of participants using the facility is counted regardless of the source of funding for the participant. Administrators or other individuals who do not provide direct care do not count toward the staff component of the ratio. Service providers shall adhere to MIOSHA Standard Part 554, where applicable, in regards to Infectious Disease and Exposure Control Plans. (**See Attachment 2**) Health support services may be provided only under the supervision of a qualified Registered Nurse (RN), currently licensed as such in the State of Michigan. All paid and volunteer staff, including vehicle drivers, are required to undergo State of Michigan and Federal Bureau of Investigation (FBI) Criminal Background Checks. Provider(s) must require negative test results for tuberculosis to be documented prior to the time that any paid staff or volunteer worker has in-person contact with senior citizens during the provision of services.

The **ADULT DAY CARE** Service Provider(s) must offer staff who have completed Program orientation training that includes, at a minimum, introduction to the Program of services, the aging network, maintenance of records and files (as appropriate),

confidentiality and ethics, the aging process, assessment/observation skills, emergency procedures, and basic first-aid training. Records shall be maintained which identify dates of trainings; topics covered, and staff persons attending.

A staff person knowledgeable in first-aid procedures, including cardiopulmonary resuscitation (CPR) must be present in the immediate vicinity at all times any senior participant is at the **ADULT DAY CARE** site, or en route to the site if transportation services are provided by the proposer(s). Service Provider(s) must have first-aid supplies at the **ADULT DAY CARE** site. Procedures to be followed in emergency situations (fire, severe weather, etc.) shall be posted in each room of the **ADULT DAY CARE** site as well as in transport vehicles, if provided by the Service Provider. Practice drills of emergency procedures shall be conducted once every six (6) months, with a record of all such drills maintained by the Service Provider(s). If the **ADULT DAY CARE** Service Provider(s) operates its own vehicle(s) for transporting clients to and from the **ADULT DAY CARE** site, Minimum Standards (**Attachment 1**) must be met.

Each **ADULT DAY CARE** site must demonstrate that it is in compliance with local building and fire codes, Genesee County Health Department regulations, and state food preparation licensing regulations where applicable. All equipment and furnishings of each **ADULT DAY CARE** site shall be maintained in a safe and functional condition. Required furnishings as listed in the Minimum Standards (**Attachment 1**) shall be provided.

All paid or volunteer staff of the **ADULT DAY CARE** Service Provider(s) who enter a senior participant's residence must display proper photo identification consisting of a valid, State of Michigan Operator's License or identification card or an agency identification card that includes a photo prior to providing the contracted services.

If a Service Provider subcontracts for either **Required** or **Optional** services from another individual or organization, it must be documented with a written agreement that clearly specifies the terms of the arrangement. Genesee County must approve the agreement prior to provision of such services.

The Service Provider(s) will utilize uniform intake procedures and maintain consistent records. The contracted Service Provider(s) shall maintain electronic data recordkeeping systems that permit evaluation and reporting on its operation and programmatic performance, and which adhere to the Minimum Standards (**Attachment 1**). The contracted service provider(s) shall maintain a record of all incoming calls and referrals made and/or received daily, for the duration of the contractual agreement.

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."

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.

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

- Service provider(s) must maintain consistent, confidential, accurate, and systematic Recordkeeping and Reporting capabilities. All providers must have the capacity to maintain records of all activities under this RFP.
- Provider(s) must perform and document Case Management Programs of services.
- Provider(s) must report senior participants' status to referring Case Management Service Provider(s) on a monthly basis.
- Provider(s) must prepare individualized Client Service Plans.
- Provider(s) must maintain written policies/procedures to govern the development, implementation, and management of Client Service Plans.
- Provider(s) must conduct an in-house reassessment of each senior client a minimum of every three (3) months to determine Client Service Plan implementation results; with subsequent assessment(s) earlier, if observation indicates change in client status.
- Provider(s) must establish a standard release of information form which is time-limited and specific to information being released.
- Provider(s) must maintain written Agreements should **Required** or **Optional** Services be acquired from sources, including individuals, other than the contracted **ADULT DAY CARE** Service Provider(s).
- Provider(s) must demonstrate working relationship(s) with a hospital and/or other health care facility to assist senior participants in obtaining additional planned or emergency health care services as may be needed.
- Provider(s) must require that negative test results for tuberculosis be documented prior to the time any paid staff or volunteer worker has in-person contact with senior citizens during the provision of services. Tests must be performed on a yearly basis.
- Provider(s) must establish written procedures, which must be reviewed by a consulting Pharmacist, Physician or Registered Nurse, to govern the assistance to be given senior participants in taking medications in adherence with Minimum Standards.
- Provider(s) must establish a written policy/procedure for discharging individuals from the **ADULT DAY CARE** Services program in adherence with Minimum Standards.
- Provider(s) must employ a full-time Program Director with a minimum of a Bachelor's Degree in health or human services field, or a qualified health professional.
- Providers must continuously maintain a direct care staff to senior client ratio of no less than 1 to 10 at all times senior clients are on site.
- Provider(s) must give health support services only under the supervision of a Registered Nurse, Licensed and Qualified in the State of Michigan.
- Provider(s) must maintain a Staff Training Plan to offer orientation and training to all paid and volunteer staff.

- Provider(s) must conduct and document Client Satisfaction Surveys of the **ADULT DAY CARE** Services.
- Provider(s) must coordinate senior client care with the primary care physician, psychiatrist, specialist physicians, family, and community agencies.
- Provider(s) offering transportation services for senior **ADULT DAY CARE** participants must utilize appropriately licensed and insured drivers and vehicles as required by the Michigan Secretary of State. Any driver entering a senior person's residence during the performance of transport must undergo a Criminal Background Check.
- Provider(s) offering transportation services must utilize drivers who are trained to cope with medical emergencies and who are physically capable to assist senior persons requiring assistance getting in and out of vehicles.
- Provider(s) must operate transportation services in compliance with seat belt usage in adherence with Minimum Standards.
- Provider(s) must maintain first-aid supplies at the **ADULT DAY CARE** site and ensure that a staff person knowledgeable and trained in first-aid procedures, including Cardiopulmonary Resuscitation (CPR), is present at all times that senior participants are in the **ADULT DAY CARE** site.
- Provider(s) will develop and implement an Emergency Preparedness Plan (inclusive of inclement weather; natural disaster; medical emergencies).
- Provider(s) must maintain written emergency situation procedures; conduct emergency drills every six (6) months and maintain a record of all practice drills.
- Provider(s) must utilize furnishings at the **ADULT DAY CARE** site that adhere to Minimum Standards.
- Provider(s) must document compliance with Barrier-free design specifications of the State of Michigan and local building codes; fire safety standards; and applicable State of Michigan and Genesee County Public Health Codes and MIOSHA standards.
- Provider(s) are encouraged to utilize volunteers, as feasible, in program operations.
- Provider(s) must perform and document uniform preliminary screening activities; and assessment, coordination, and referral procedures.
- Provider(s) must maintain confidential, comprehensive and complete client files in controlled access, in adherence with Minimum Standards.
- Provider(s) must establish written eligibility criteria in adherence with Minimum Standards.
- Provider(s) must maintain confidentiality procedures in accordance with the Privacy Act of 1974 and the Health Insurance Portability Accountability Act (HIPAA) of 1996.
- Provider(s) must implement ethics policies consistent with this RFP, Section 3 Additional Terms and Conditions, No. 15, and the Older Michiganians Act (P.A. 180 of 1981) regarding prohibition of solicitation and/or proselytizing.

C. COORDINATING SERVICES RESPONSIBILITIES:

Each provider shall demonstrate cooperation with other **ADULT DAY CARE** Service Provider(s) in Genesee County to avoid duplication of services. Proposer(s) must demonstrate knowledge of information and referral services currently functioning in Genesee County and must offer the ability to accept referrals and assessments; make decisive referrals; and conduct follow through assessments for the provision of **ADULT DAY CARE** 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 **ADULT DAY CARE** Program(s) supported by any other funding source than the Genesee County Senior 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 coordinate with appropriate local Michigan Department of Health & Human Services (MDHHS) offices; Genesee County Health Department (GCHD); Department of Veterans' Services (DVS); Genesee County Community Action Resource Department (GCCARD); Genesee Health System (GHS) (formerly Genesee County Community Mental Health (CMH)); U.S. Department of Transportation (DOT); Michigan Office of Services to the Aging (OSA); and/or Valley Area Agency on Aging (VAAA) to ensure that funds received from the Genesee County Senior Services Program are not used to provide services which can be paid for, or provided through, other Local, State, or Federal Programs.

The contracted Service Provider(s) 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 **ADULT DAY CARE** techniques and responsibilities, with requests for services from individuals and/or family members; referrals to and from other community service providers (**including, but not limited to:** Intake and Referral Services, Case Management Services; Senior Centers, Home Delivered Meals; Congregate Meals, In-Home Personal Care and Homemaking Services; Legal Services; Long Term Care Ombudsman Services; other Adult Day Care Service Provider(s); Respite Services; Volunteer Services; Health Care Services and Transportation 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.

SECTION 7 - INSURANCE REQUIREMENTS

1. INSURANCES

All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, Requisite Insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.

Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each Checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.

Proof of Professional Liability (Medical Malpractice) is required wherever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.

SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

1. NON-RESPONSIVE PROPOSALS

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

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this **Section (8)**
- C. The proposal is not adequate to allow a judgment by the reviewers

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

- A. Proposal submitted by the due date and time
- B. One (1) Copy of Proposal in Electronic Format
- C. One (1) original proposal (properly executed), clearly marked as such, and two (2) additional hard copies of your Proposal
- D. Signed Signature Page (must submit an original signed document)
- E. Executed Insurance Checklist
- F. Completed References Page
- G. Prior Year's Financial Audit or audited Financial Statements
- H. Operating Budget for the Current Year
- I. Proposer's Statement of all Exceptions to any Terms, Conditions and Specifications
- J. Proposed Alternate Payment Schedule, if desired
- K. Emergency Preparedness Plan
- L. Technical Proposal shall consist of the items stated below. The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, in a business-style typeface with a font size of no less than 11 point.

1. Business Organization:

State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform or assist in

performing the work. State if your organization has for-profit or non-profit tax status, as documented by your Federal Tax Identification Number (also known as Employer Identification Number (EIN)) or your agency's Tax Exemption Status designation under Internal Revenue Code, Section 501(c) from the U.S. Department of Treasury, Internal Revenue Service.

2. Authorized Negotiators:
Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract.
3. Statement of the Project:
State in precise terms your understanding of the project as presented by this RFP.
4. Management Summary:
Include a narrative description of the proposed effort, goals, and objectives of the product that will be delivered should your proposal be successful.
5. Work Plan:
Describe in narrative form your technical plan for accomplishing the work, responding in the sequence asked to items a. through u. listed below. Please explain how you will achieve/maintain the increased/current capacity of your organization should your proposal be successful. Include in the work plan the time frame or schedule for your plan. 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 **One Delivery Unit equals One hour of Service provided to One Eligible Participant.**
 - a. Indicate the number of senior individuals, countywide, for whom you are proposing to provide services.
 - b. Identify any geographic areas within Genesee County that your services are bound to, or limited within.
 - c. Describe your current capacity to provide **ADULT DAY CARE Services.**
 - d. Provide the number of additional staff that will need to be hired to expand your services to new senior clientele.
 - e. Identify staff responsible for performing proposed services. Provide resumes and qualifications.
 - f. Identify administrative staff, their functions, qualifications, and experience. Provide resumes and qualifications.
 - g. Provide a listing of the Case Management services entities from/to which you currently received and make referrals.

- h. Provide eligibility criteria that demonstrate your needs-based system of screening and prioritizing provision of **ADULT DAY CARE** Services.
- i. Provide written Agreements/Arrangements and Referral Protocol demonstrating the nature of your participation with Case Management Service Providers currently functioning in Genesee County.
- j. Provide Letters of Good Standing. Must provide a minimum of three with no maximum number. The letters 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.
- k. Describe your system(s) for performing and documenting uniform contacts, assessment, coordination, referral, and outcomes procedures.
- l. Describe your ability to maintain consistent, confidential, accurate and systematic techniques for recordkeeping and reporting.
- m. Identify the dollar amount and source(s) of program income expected to be generated should your proposal be successful, and explain how that program income will be utilized.
- n. Describe your organization's prior experience in human services fields.
- o. Provide Requisite Licensure in accordance with PART 7 of this Section.
- p. Describe your process for the required Criminal Background Checks for all paid staff and volunteer workers.
- q. Describe your process for ensuring that negative test results for tuberculosis are obtained for all paid staff and volunteer workers who will be assigned to have in-person contact with senior participants of any **ADULT DAY CARE** Services.
- r. Provide documentation from a Local Building Official or licensed architect that the **ADULT DAY CARE** site is operated within a facility that is accessible to persons with disabilities and/or impairments.
- s. Provide documentation from the Genesee County Health Department and local Fire safety officials indicating that the **ADULT DAY CARE** site is in compliance with Public Health Codes and Fire Safety Standards.

- t. Provide Client Service Plan(s), Staff Training Plan(s); Volunteer Worker Training Plan(s) and/or Emergency Procedures Plan(s), where applicable to **ADULT DAY CARE** Services.
- u. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

6. Labor Requirements:

The successful provider must be able to staff a project team:

- (a) that is experienced in **ADULT DAY CARE** services provision
- (b) can consistently deliver required services
- (c) can document that they are satisfying all of the requirements of this program of services

Include the number of staff by skill and qualification who will be employed in the work to be performed under this proposal. Identify key individuals by name and title. Please include resumes and qualifications for all persons who will be working on this project.

7. Licensing Requirements:

ADULT DAY CARE Service Provider(s)

- State of Michigan and Genesee County Health Department Licenses for any Food Preparation Facility, as applicable.
- Documentation of barrier-free accessibility for **ADULT DAY CARE** sites from the State of Michigan and Local Building Codes; fire safety standards; and applicable State of Michigan and Genesee County Public Health Codes.
- Current and valid State of Michigan Operators License for all paid and volunteer transporters.
- Current and valid Vehicle Licensure, Registration, and Plates for all transport vehicles.
- Current State of Michigan Licensing for all Nursing staff as established by the Michigan Public Health Code and Michigan Board of Nursing.
- Current State of Michigan Licensure for Social Workers.
- Any licenses necessary for the performance of required and optional services as described above in the Section 6. Item B. Further, this requirement applies to all subcontractors that will provide required and/or optional services as indicated in the proposer's work plan.

8. Confidentiality:

Service Provider(s) shall demonstrate policies and procedures in place to protect the confidentiality of information about senior citizens assisted throughout this Program of Services. Procedures conform to the Privacy Act of 1974. All client information shall be maintained in confidential and controlled access files. Where applicable, all service provider(s) shall

handle all Private Health Information (PHI) in accordance with the Health Insurance Portability Accountability Act (HIPAA) of 1996.

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

1. Labor Costs:

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

- Name and Title
- Estimated hours
- 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. The contractor(s) will be paid only for those Delivery Units actually provided, up to a maximum amount designated in the final contract.

October 1, 2019 thru September 30, 2020 \$_____ Price per One Delivery Unit

October 1, 2020 thru September 30, 2021 \$_____ Price per One Delivery Unit

October 1, 2021 thru September 30, 2022 \$_____ Price per One Delivery Unit

6. 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.
7. Please 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.

SECTION 9 - EVALUATION AND SELECTION PROCEDURE

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

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

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short-listed proposers.

Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.

Once the ranking process is complete, the Office of Senior Services will recommend to the Genesee County Human Services Committee (HSC) a contract award to the apparent successful proposer(s). Upon acceptance by the HSC, a recommendation will be made to the Genesee County Board of Commissioners for approval.

The 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 10 - EVALUATION CRITERIA

Selection is competitive. Genesee County's focus is on cost effectiveness and maintaining the delivery level of services that is 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. Other attributes taken into consideration will

include start up costs, expansion costs and time involved to achieve implementation of service delivery.

All proposals received shall be subject to an evaluation 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.

1. **Capability:** **20 points**
This criterion includes the ability and capacity of the proposer to meet the terms of the RFP. Emphasis will also be placed on the soundness of the proposer's approach to meeting the program requirements as presented in the Project Information and Scope of Work.
2. **Cost Proposal:** **20 points**
While important, the cost proposal will not be the determining factor for an award. Genesee County will award a contract to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. In reviewing cost proposals, services, and quality offered shall be considered.
3. **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 seniors and services together. This criterion requires the proposer(s) to define the information and referral process in concrete terms, including establishment of criteria for database development, support for community planning activities, and level of collaboration with other agencies. The County will consider provisions made by the proposer(s) for the socially and legally responsible use of technology, and role of information and referral services in times of disaster and/or emergency situations.
4. **Professional Personnel:** **10 points**
This refers to the competence of the professional personnel who will be assigned to the work by the service provider(s). Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to that described in this RFP. Emphasis will also be placed upon the qualifications of the project manager and the amount of dedicated management staff planned for this project by the proposer.
5. **Prior Experience:** **15 points**
This criterion refers to the nature and extent of prior experience with similar projects, including the years that the firm or organization has been in business.
6. **Financial Stability of Service Provider:** **10 points**

This refers to the Service Provider's overall financial stability based on financial statements, audit presentation, and disclosures as to the solvency of the firm.

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

Total Points Possible

100 points

REFERENCES

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company

Phone Number

Contact Name and Position

E-mail Address

Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

2. Company

Phone Number

Contact Name and Position

E-mail Address

Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

3. Company

Phone Number

Contact Name and Position

E-mail Address

Address

\$

Type of Work/ Project

Dollar Amount of the Project

Project Description

ATTACHMENT 1 MINIMUM STANDARDS-ADULT DAY CARE SERVICE PROVIDER(S)

1. Each program shall establish written eligibility criteria which will include, at a minimum, the following requirements:
 - a. Participants require regular supervision in order to live in their own home or the home of a relative.
 - b. Participants require a substitute caregiver while their regular caregiver is in need of relief or is otherwise unavailable.
 - c. Participants have difficulty or are unable to perform activities of daily living without assistance.
 - d. Participants must be capable of leaving their residence, with assistance, in order to receive service.
 - e. Participants would benefit from intervention in the form of enrichment and opportunities for social activities in order to prevent and/or postpone deterioration that would likely lead to institutionalization.

2. Each program shall have uniform preliminary screening procedures and maintain consistent records. Such screening may be conducted over the telephone. Records for each potential client shall include at a minimum:
 - a. The individual's name, address and telephone number.
 - b. The individual's age or birth date.
 - c. Physician's name, address and telephone number.
 - d. The name, address and telephone number of the person to contact in case of emergency.
 - e. Handicaps, as defined by Section 504 of the Rehabilitation Act of 1973, or other diagnosed medical problems.
 - f. Perceived supportive services need as expressed by the individual.
 - g. Race and gender (Optional).
 - h. An estimate of whether or not the individual has an income at or below the poverty level.

Intake is not required for individuals referred by Case Management service program that has performed a timely assessment (within the previous six months of the referral). Admission to the program may be based on the referral.

3. If preliminary screening indicates an individual may be eligible for Adult Day Services, a comprehensive individual assessment of need shall be performed before admission to the program. All assessments shall be conducted in person. Assessors must attempt to acquire each item of information listed below but must accept the client's right to refuse to provide requested items.
 - 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
 - (6) Living arrangements

- (7) Condition of environment
- (8) Income and other financial resources, by source
- (9) Expenses
- (10) Previous occupation(s), special interests and hobbies
- (11) Religious affiliation
- b. Functional Status
 - (1) Vision
 - (2) Hearing
 - (3) Speech
 - (4) Oral status (condition of teeth, gums, mouth, and tongue)
 - (5) Prostheses
 - (6) Psychosocial functioning
 - (7) Cognitive functioning
 - (8) Difficulties in activities of daily living
 - (9) History of chronic and acute illness
 - (10) Medication regimen (prescriptions, over the counter, supplements, herbal remedies) and other physician orders
 - (11) Eating patterns (diet history) and special dietary needs
- c. Supporting Resources
 - (1) Physician's name, address and telephone number
 - (2) Pharmacist's name, address and telephone number
 - (3) Services currently receiving or received in the past
 - (4) Extent of family and/or informal support network
 - (5) Hospitalization history
 - (6) Medical/health insurance information
 - (7) Long-term care insurance information
 - (8) Clergy name, address and telephone number
- d. Need Identification
 - (1) Client perceived
 - (2) Caregiver perceived
 - (3) Assessor perceived
 - (4) Determination of whether individual is eligible for program

- 4. A service plan shall be developed for each individual admitted to an Adult Day Service program. The service plan must be developed in cooperation with, and be approved by, the client, the client's legal guardian, or a designated representative. The service plan shall 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. A description of methods and/or approaches to be used in addressing needs.
 - d. Identification of basic and optional program services to be provided.
 - e. Treatment orders of qualified health professionals, when applicable.
 - f. A statement of medications being taken while in the program.

Each program shall have a written policy/procedure to govern the development, implementation and management of service plans. Each client is to be reassessed in-house every three months to determine the results of

implementation of the service plan. If observation indicates a change in client status, an in-house reassessment may be necessary before three months have passed.

5. Each program shall maintain comprehensive and complete client files which include at a minimum:
 - a. Details of client's referral to adult day service program.
 - b. Intake records.
 - c. Assessment of individual need or copy of assessment (and reassessments) from referring program.
 - d. Service plan (with notation of any revisions).
 - e. Listing of client contacts and attendance.
 - f. Progress notes in response to observations (at least monthly).
 - g. Notation of all medications taken on premises. This should include the medication, the dosage, the date and time taken, initials of the staff person who assisted, and any relevant comments.
 - h. Notation of basic and optional services provided to the client.
 - i. Notation of any release of information about the client. This should include a release form signed by the client or the client's authorized representative. Absent a signed release form, all client files shall be kept confidential in controlled access files. Each program shall use a standard release of information form that is time-limited and specific to the information being released.

6. Each adult day service program shall provide, or make arrangements for the provision of, the following services. If arrangements are made for provision of any service at a place other than the program operated facilities, a written agreement specifying supervision requirements and responsibilities shall be in place.
 - a. Personal care: defined as providing assistance to a senior person with Activities of Daily Living (ADL), including bathing, grooming, toileting, ambulation, transferring, and eating. Further care, such as permanents or color for hair or full manicures or pedicures, would need to be performed by a licensed professional.
 - b. Nutrition: one meal (preferably a hot meal) per eight-hour day that provides one-third of recommended daily allowances and follows the meal pattern of the General Requirements for Nutrition Service Programs. Participants in attendance from eight to fourteen hours shall receive an additional meal to meet a combined two-thirds of the recommended daily allowances. Modified diet menus should be provided, where feasible and appropriate, which take into consideration client choice, health, religious, and ethnic diet preferences. Meals shall be acquired from a congregate meal provider where possible and feasible.
 - c. Recreation: consisting of planned activities suited to the needs of the client and designed to encourage physical exercise, to maintain or restore abilities and skill, to prevent deterioration, and to stimulate social interaction.

7. Each adult day service program may provide, or make arrangements for the provision of, the following optional services. If arrangements are made for provision of any service at a place other than program operated facilities, a written agreement specifying supervision requirements and responsibilities shall be in place.
 - a. Rehabilitative: physical, occupational, speech and hearing therapies, provided under order from a physician, by licensed practitioners.
 - b. Medical support: laboratory, x-ray, pharmaceutical services, provided under order from a physician, by licensed professionals.
 - c. Services within the scope of the Nursing Practice Act.
 - d. Dental: under the direction of a dentist.
 - e. Podiatric: provided or arranged for under the direction of a physician.
 - f. Ophthalmologic and Otology: provided or arranged for under the direction of an ophthalmologist and/or otologist.
 - g. Legal services
 - h. Health counseling.
 - i. Shopping assistance/escort.
8. Each program shall establish written procedures to govern the assistance to be given participants in taking medications while participating in the program. The policies and procedures must address:
 - a. Written consent from the client or client's authorized representative to allow assistance in taking medications.
 - b. Verification of medication regimen, including prescriptions and dosages.
 - c. Training and authority of staff to assist clients in taking medications.
 - d. Procedures for medication set up.
 - e. Secure storage of medications belonging to and brought in by participants.
 - f. Disposal of unused medications.
 - g. Instructions for entering medication information in client files, including times and frequency of assistance.
9. Each provider shall establish a written policy/procedure for discharging individuals from the program that includes, at a minimum, one or more of the following:
 - a. The participant's desire to discontinue attendance.
 - b. Improvement in the participant's status so that s/he no longer meets eligibility requirements.
 - c. An increase in the availability of caregiver support from family and/or friends.
 - d. Permanent institutionalization of client.
 - e. The program becomes unable to continue to serve the client and referral to another provider is not possible.
10. Each program shall employ a full-time program director who has obtained, at a minimum, a bachelor's degree in a health or human services field, or be a qualified health professional. The program shall provide continuous direct care support staff at a ratio of no less than one direct care staff person for each ten

participants. Health support services may be provided only under the supervision of a registered nurse. If the program acquires either required or optional services from other individuals or organizations, it shall be accomplished through a written agreement that clearly specifies the terms of the arrangement.

11. Program staff shall be provided with an orientation training that includes, in addition to the topics specified in the General Requirements for All Service Programs, assessment/observation skills and basic first aid.

Program staff shall be provided training at least twice each year which is specifically designed to increase their knowledge and understanding of the program, aging process issues, and to improve their skills at tasks performed in the provision of service. Issues addressed under the aging process may include, though are not limited to, cultural diversity, dementia, cognitive impairment, mental illness, abuse and exploitation. Records shall be maintained which identify the dates of training, topics covered and persons attending.

12. If the program operates its own vehicles for transporting clients to and from the service center the following transportation minimum standards shall be met:
 - a. All drivers and vehicles shall be appropriately licensed and all vehicles used shall be appropriately insured.
 - b. All drivers shall be required to assist persons to get in and out of vehicles. Such assistance shall be available unless expressly prohibited by either a labor contract or an insurance policy.
 - c. All drivers shall be trained to respond to medical emergencies.
13. Each program shall have first-aid supplies available at the service center. A staff person knowledgeable in first-aid procedures, including CPR, shall be present at all times participants are in the service center.
14. Procedures to be followed in emergency situations (fire, severe weather, etc.) shall be posted in each room of the service center. Practice drills of emergency procedures shall be conducted once every six months. The program shall maintain a record of all practice drills.
15. Each service center shall have the following furnishings:
 - a. A minimum of one straight back or sturdy folding chair for each participant and staff person.
 - b. Lounge chairs and/or day beds as needed for naps and rest periods.
 - c. Storage space for participants' personal belongings.
 - d. Tables for both ambulatory and non-ambulatory participants.
 - e. A telephone that is accessible to all participants.
 - f. Special equipment as needed to assist persons with disabilities.

All equipment and furnishings in use shall be maintained in a safe, clean and functional condition.

16. Each service center shall demonstrate that it is in compliance with fire safety standards and Michigan statutes and regulations pertaining to food and food safety.

**ATTACHMENT 2 PART 544 MIOSHA BLOOD BORNE AND BLOOD BORNE
TRAINING REQUIREMENTS**

http://michigan.gov/documents/CIS_WSH_part554_35632_7.pdf

CONTRACT

CONTRACT BETWEEN

THE COUNTY OF GENESEE

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

and

Hereinafter referred to as the “**CONTRACTOR**”

For the period from October 1, 2019 through September 30, 2020

Whereas, the COUNTY published a Request for Proposals (‘RFP’) # 19-173 for a Program of Services titled **“Adult Day Care”** (hereinafter referred to as “Services”); and

Whereas, the CONTRACTOR submitted a Proposal in response to RFP #19-173 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 Adult Day Care Services funded by Senior Citizen Services millage dollars to individuals 60 years of age or older who reside in Genesee County.

B. THE CONTRACTOR AGREES:

1. To accept the terms of this Contract and to undertake, perform and complete the Services described in RFP # 19-173 and Addenda (“the RFP”), and in CONTRACTOR’S Proposal in response to RFP # 19-173 (“Proposal”), which are hereby incorporated into this Contract by reference and included as Attachments A and B, respectively, and in CONTRACTOR’S budget, included as Attachment G to this Contract. If a conflict exists between this document and those incorporated by reference, this document governs.
2. That this Contract is effective for the term stated upon approval by the Genesee County Board of Commissioners.
3. To provide proof of insurances as required in Section 8 of the RFP within 15 days of the signing of this contract. Endorsements naming the COUNTY as an additional insured must be provided prior to initiation of Services. This provision may be satisfied by verification and proof of a "Blanket Additional Insurance Contract Form or Endorsement" provided with the Insurance Certificates.

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

4. To accept the conditions, requirements and obligations described and listed in Attachment C, Business Associate Agreement, if that Attachment is listed in Section D below.
5. To establish safeguards to prohibit conflicts of interest involving CONTRACTOR employees, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business or personal ties.
6. That failure by the COUNTY to insist upon strict adherence to any terms of this Contract shall not be considered a waiver or deprive the COUNTY of the right thereafter to insist upon strict adherence to that term, or any other term, of this Contract.
7. To provide the necessary administrative, professional and technical staff in the required ratio and number with qualifications as designated in its proposal for operation of the program.
8. That title to any approved equipment (defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$250.00 or 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.
9. To notify the Contract Administrator of damage, theft or replacement of any equipment purchased with Senior Millage funds within 48 hours of such occurrence. When applicable, a copy of the police report must be submitted to the Senior Administrator within two weeks of the occurrence. The CONTRACTOR further agrees to repair or replace damaged or stolen equipment or to reimburse the COUNTY with the millage funded purchase cost utilizing non-senior millage funds. Failure to repair or replace such equipment shall result in repayment to the COUNTY of the millage funded purchase cost by reducing payments to the CONTRACTOR of submitted reimbursement requests by the cost of the equipment until repayment has been achieved.
10. To utilize all report forms as required under the RFP, as well as those included in this document as Attachment D, including the Monthly Invoice Form and the Monthly New Client Address Form (to be sent electronically each month in Excel format) and reporting formats required by the COUNTY as of the effective date of this Contract, and to provide the COUNTY with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter. The CONTRACTOR will also provide the County an annual breakdown of financial data, regarding services provided, by Local Unit of Government (LUG).

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

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

12. To provide annually documentation demonstrating appropriate licenses, criminal background checks, and negative tuberculosis tests for employees as specified in the RFP and subparagraph B. 11 above. The CONTRACTOR further agrees to comply with the State of Michigan Department of Labor & Economic Growth, "Occupational Health Standards Part 554 Bloodborne Infectious Diseases" (MIOSHA Part 554) including "Part 554 Bloodborne Infectious Diseases Standard Requirements for Training" using the rules provided in Attachment F to this Contract. Documentation for existing workers or volunteers shall be performed and provided to the County within fifteen days of the signing of this Contract. Testing, licenses (if appropriate), and criminal background checks for new hires or new volunteers shall be performed within fifteen days of their commencement.
13. To perform and provide to the COUNTY an annual financial audit of its operation by the end of the first quarter of the term of the Contract. Failure to timely provide the audit or to receive an extension of time from the Contract Administrator within which to satisfy this requirement will result in withholding of reimbursements for the performance period.
14. To include the following statement in or on all printed materials, newsletters, surveys, website, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc.: *"This program and/or service is funded in whole or in part by Genesee County Senior Millage funds. Your tax dollars are at work."*
15. That Senior Millage funds may be used to provide increases in salaries or compensation packages for any employee or contractor, at the discretion of the Genesee County Office of Senior Services and the approval of the Board of Commissioners, or as required to comply with any state or federal minimum wage law.

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

Political campaign intervention does not include:

- Taking a position on public policy issues as a CONTRACTOR, so long as the message does not favor or oppose a certain candidate or otherwise violate the political campaign intervention prohibition;
 - Promotion of voter registration in a non-partisan manner;
 - Encouragement of voter participation in a non-partisan manner;
 - Providing voter education/voter guides in a non-partisan manner;
 - Non-partisan candidate forums or debates at the CONTRACTOR'S facilities;
 - Candidates appearing or speaking at events of the CONTRACTOR in a non-candidate capacity;
 - Supporting the Senior Millage.
18. That the CONTRACTOR is responsible for all Services performed under this Contract. If a Subcontractor is used, CONTRACTOR is the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, regardless of who actually provides the service. CONTRACTOR shall notify COUNTY of any subcontractors to be utilized prior to

their use. The COUNTY reserves the right to approve or reject any proposed subcontractor.

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

1. This Contract shall commence on October 1, 2019 and continue through September 30, 2020 (the "Initial Term"). 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 \$***** for costs of budgetary items described and included within the CONTRACTOR'S Proposal. Reimbursements will be disbursed on a monthly basis at the rate and monthly maximum amount as set forth in Paragraph H.2 for the service agreed upon for the duration of the Contract term.
3. Subject to availability and other applicable conditions, the COUNTY agrees to provide funding throughout the term of this Contract.
4. The CONTRACTOR, its agents, and employees are independent contractors and are not the employees of the COUNTY.
5. CONTRACTOR is encouraged to provide its clients with the opportunity to make financial donations. All donations not limited in use by the donor must be used to provide additional services, as opposed to supporting other expenses. Donations must be reported to Genesee County on the monthly invoice form.
 - a. If donations are to be allowed, CONTRACTOR must offer this voluntary opportunity to the client in a manner that allows for the donation, or lack thereof, to remain confidential. No one shall be denied service for failing to make a donation.
 - b. CONTRACTOR must develop a written procedure for the handling of donations. This procedure must include at a minimum: daily counting and recording of donations by two individuals; method of deposit into a financial institution; monthly reconciliation of deposit records and collection records by a third party who was not involved in counting or depositing the donations.
6. That the COUNTY may, at reasonable times and without notice, visit and inspect the CONTRACTOR'S facilities and discuss or survey the CONTRACTOR'S activities with designated staff.
7. That the COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books and papers related to the performance of activities which are the subject of this Contract.

8. The contract administrator for this Contract is Lynn M. Radzilowski, Senior Services Director, GCOSS, or her designee (the "Contract Administrator"). The CONTRACTOR acknowledges that the Contract Administrator is the primary COUNTY contact for notices and instructions related to this Contract. The CONTRACTOR agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

D. CONTRACT ATTACHMENTS

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

- Attachment A: RFP # 19-173 and Addenda
- Attachment B: CONTRACTOR'S Response to RFP # 19-173
- 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 —2019 - 2020
- Attachment H: Genesee County Travel Regulations

E. AMENDMENTS

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

COUNTY will initiate any necessary formal amendment to the Contract for execution by the parties to the Contract.

6. Any changes proposed by the COUNTY must be agreed to in writing by the CONTRACTOR within thirty days of receipt. Upon such written agreement, the COUNTY shall initiate any necessary formal amendment as above.
7. The Contract Administrator is authorized to effect minor modifications of the work plan that do not require monetary adjustments in excess of \$10,000.00 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 ninety days written notice to the other party stating the effective date of termination.
2. This Contract may be terminated by the COUNTY upon thirty days written notice to the CONTRACTOR due to convenience or diminution of funds.
3. This Contract may be terminated by the COUNTY upon seven days written notice should the CONTRACTOR be found to have failed to perform its services in a manner satisfactory to the COUNTY as per contract requirements. COUNTY will provide CONTRACTOR notice and a reasonable opportunity to cure service performance deemed to be non-satisfactory. However, the COUNTY shall be the sole judge of what constitutes a reasonable opportunity and non-satisfactory performance.
4. This Contract may be terminated immediately without further liability to the COUNTY if the CONTRACTOR, or an official of the CONTRACTOR, is found guilty of any activity referenced in Section I. Assurances, of this Contract.
5. In the event the COUNTY determines not to proceed further with this Contract during its term, the CONTRACTOR may retain all sums paid by the COUNTY for approved expenses incurred and for satisfactory work actually performed at the above stated fee structure. In this event, COUNTY will be liable for satisfactory services performed prior to the COUNTY'S notification of its intent to terminate the Contract and, upon full payment, the other obligations of either party to this Contract shall terminate except for the non-disclosure of information and non-solicitation of personnel as stated herein. Notwithstanding the preceding, COUNTY retains the right to demand and obtain repayment of any funds paid to CONTRACTOR, including withholding as offset from amounts claimed due by CONTRACTOR that the COUNTY

deems to have been paid in error, for services not authorized under the Contract, or for non-satisfactory services.

G. REPORTING REQUIREMENTS

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

H. REIMBURSEMENT METHOD

1. The COUNTY shall reimburse the CONTRACTOR for Services provided during the duration of this Contract only. CONTRACTOR shall not be reimbursed for Services provided prior to the commencement date of this Contract.
2. The COUNTY shall reimburse the CONTRACTOR on a monthly basis at a rate of \$**** per one hour unit of service delivery for this Contract, with a maximum reimbursement total of \$*****per month. The purpose of the maximum reimbursement is to avoid CONTRACTOR expending all of its funds prior to the scheduled end date of the Contract. Reimbursements exceeding the recommended maximum figure may be permitted on a case by case basis as long as CONTRACTOR presents an explanation of need and a reasonable plan for providing continued service for the remainder of the Contract term.
3. The COUNTY shall reimburse the CONTRACTOR within thirty days of an approved invoice using the monthly invoice form and instructions found in Attachment D of this Contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation on the approved invoice form. COUNTY may withhold reimbursement if it deems CONTRACTOR to have failed to have substantially complied with the Contract terms. Ineligible expenses, expenditures not consistent with the approved budget, expenditures for Services knowingly performed where no vendor slot is available, or expenditures exceeding the monthly maximum limit will not be reimbursed.
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 tis 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 term without written permission. The CONTRACTOR and the COUNTY affirm the Business Associate Agreement included as Attachment C.

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

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

K. LIABILITY AND INDEMNIFICATION

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

L. APPLICABLE LAWS

This is a Genesee County contract. This Contract shall be governed by the laws of the State of Michigan. Any dispute arising as a result of this Contract shall be resolved in

the State of Michigan. The parties shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority that may have bearing on the performance of the Contract.

M. GOOD FAITH EFFORTS TO RESOLVE DISPUTES; ATTORNEYS FEES

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

N. INTEGRATION

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

O. WAIVER

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

P. SEVERABILITY

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

Q. SPECIAL CERTIFICATION STATEMENT

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

[SIGNATURE PAGE FOLLOWS]

COUNTY OF GENESEE

NAME OF CONTRACTOR

By: Ted Henry, Chairperson
Genesee County Board of Commissioners

By:

Date

Date

DRAFT