



Request for Proposals (RFP)

Respite Care Service at Haven House

Release Date: February 3, 2017

Response Deadline: March 24, 2017

Monica Coffin
Executive Director
Rockdale Cares, Inc.
875 Davis Drive
Conyers, Georgia 30094
www.rockdalecares.org



NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax this form back to Rockdale Cares, Inc. at your earliest convenience, to the attention of:

Monica Coffin
Executive Director
Rockdale Cares, Inc.
875 Davis Drive
Conyers, Georgia 30094
Fax: (770) 922-7211

RFP: Respite Services at Haven House
Company: _____
Address: _____

Contact: _____
Contact Phone: _____
Email: _____

Reason for No-Response:
Project Capacity. _____
Cannot bid competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with Rockdale Cares, Inc. _____
*Other: _____

Suggested changes to RFP specifications for next RFPs: _____

*Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc.

SECTION 1 – INVITATION TO PARTICIPATE

1.1 Purpose

Rockdale Cares, Inc. (“RCI”) is soliciting proposals for Service Provider(s) to provide Respite Care Services as outlined in Section 2. Prospective Service Providers must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this Request for Proposals (“RFP”).

In response to this RFP, Service Providers must follow the prescribed format as outlined in Section 3. By doing so, each Service Provider will be providing RCI comparable data submitted by other Service Providers and, thus, be assured of fair and objective treatment in the RCI review and evaluation process.

Pending final approval from the RCI Board of Directors, RCI’s objective is to enter into a one-year agreement with the option to renew for two (2) additional one-year terms upon full and complete performance of all terms, covenants, and conditions and payment of all expenses due herein contained and in the Contract for Respite Care Services submitted by the Service Provider. Each such option shall be exercisable only by delivery of Service Provider’s signed written notice of extension to RCI not less than ninety (90) days prior to the expiration of the then-existing contract term.

1.2 RFP Coordinator; Issuing Office

This RFP is issued for RCI. The RCI Executive Director, identified below, is the RFP Coordinator and sole point of contact regarding this RFP from the date of distribution until the selection of the successful Service Provider.

Monica Coffin
Executive Director
Rockdale Cares, Inc.
875 Davis Drive
Conyers, Georgia 30094
Fax: (770) 922-7211
Email: rockcare@comcast.net

Service Providers interested in responding to the RFP must contact the RCI Executive Director Monica Coffin at rockcare@comcast.net or (770) 922-7272 no later than February 17, 2017 to notify RCI of interest in completing the RFP.

Only those Service Providers who have registered and received a copy of this RFP via the RCI Executive Director will receive addenda, if issued.

1.3 Presentation and Clarification of Rockdale Cares, Inc.’s Intentions

As a result of this RFP, RCI intends to enter into a contract with the selected Service Provider to supply the services described in Section 2. However, this intent does not commit RCI to award a contract to any Service Provider, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. RCI reserves the right, in its sole discretion, to accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of RCI to do so.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- This RFP will be distributed on February 3, 2017.
- Service Providers interested in responding to the RFP must contact the RCI Executive Director Monica Coffin at rockcare@comcast.net or (770) 922-7272 no later than February 17, 2017 to notify RCI of interest in completing the RFP.
- All requests for RFP clarification must be submitted in writing to the RFP Coordinator/ RCI Executive Director at the email address provided in Section 1 and received no later than 3:00 PM EST on February 24, 2017.
- All questions will be answered and documented in writing as an Addendum to the RFP. These will be sent out to all Service Providers who contacted the RFP Coordinator/RCI Executive Director as outlined in Section 1 to notify RCI of interest in completing the RFP on or before March 3, 2017.
- Final RFP submissions must be received by 3:00 PM EST on March 24, 2017 at the address shown in Section 3. The right to withdraw will expire on this date and time.
- Service Providers will be notified of the outcome of the RFP no later than April 28, 2017.

1.5 Overview of the Organization

RCI is located at 875 Davis Drive in Conyers, GA. RCI owns “Our Place,” an Adult Day Care facility, “Haven House,” a Respite Care Facility, and two group homes. All facilities are located in Rockdale County.

Our Mission at Rockdale Cares is to provide our community’s developmentally challenged the opportunity to grow, at their own special rate, into the things we all enjoy: fellowship with people who understand their character, a unique place in society and an appreciation of their own gifts and talents.

We do this by offering these citizens specialized care and instruction that honors the people they are and the gifts they have. We provide opportunities for them to share in the society of those who live in the surrounding areas. With group day programs, frequent social events and respite care, the people we serve are adding their own personalities to the community we all share.

SECTION TWO – SCOPE OF WORK

2.1 Detailed Scope of Work

Rockdale Cares, Inc. is seeking an entity for the caring and customer service oriented delivery of Respite Care Services.

Priority will be given to those families most in need and residing in the following geographic areas:

- (1) East Metropolitan Atlanta Counties Including:
Rockdale, Walton, DeKalb, Newton, Gwinnett, Henry.
- (2) Other Metro counties will be served on a first come first served base

RCI requires that a minimum of twenty-five percent (25%) of the Respite Care Services are provided to residents of Rockdale County, Georgia.

The Respite Care Services are intended for ages five (5) years and older. Siblings under the age of fifteen (15) may be allowed to stay with their challenged family member for their first visit to calm their separation anxiety. This is dependent upon room availability. Respite Care Services will be provided at Haven House, hereinafter referred as the “Home”.

A. Respite Care Services

Respite Care through RCI is the provision of infrequent and temporary substitute care or supervision of persons with mental retardation/developmental disabilities and those with similar service needs on behalf of and in the absence of the caregiver, for the purpose of providing caregivers with the relief from the stress of caregiving and to help them maintain a normal routine.

Respite Care Services provide caregivers an opportunity of time-limited relief from their caregiving responsibilities. Respite Care Services provide a structured, comprehensive program which provides individuals with socialization, supervision, monitoring, personal care, and nutrition in a protective setting.

The Home will be an appropriately staffed four (4) bedroom residence with a fifth (5th) bedroom for emergencies and approved for such purposes. The extent and schedule of care will be determined on the basis of client/family needs and availability of the service. The service will be limited to thirty (30) days per individual per fiscal year. Exemptions to this policy must be required by Service Provider and approved through RCI or its designee.

Service Providers will provide respite care based on a level of care system established as follows:

Level 1: Requiring supervision only for safety issues and companionship – no behavior issues. Includes medication assistance, apnea monitoring and care typically associated with the age of the participant.

Level 2: Requiring assistance in meeting five basic needs: Feeding; Bathing; Dressing; Toileting; and Transferring. This level of care may provide total care and also include minor behavioral issues.

Level 3: Medical or Behavioral care. Requiring medical care including Tracheotomy.

RCI, or its designee, acknowledges that under this contract, it may:

- A. Monitor Service Provider's activities on a regular, on-going basis by holding Service Provider accountable to the Department of Human Resources Applicable Standards.
- B. Determine appropriateness and priority for emergency respite and contact Service Provider for scheduling.

Service Providers must be willing and able to provide a program that includes the following:

- 1. Compliance with the Georgia Respite Care Services Regulations
- 2. Nutritious Meals
- 3. Social Activities
- 4. IADLS and BADLS
- 5. Customer Satisfaction Survey

The Home served over three hundred (300) during the 2016 fiscal year, which began on July 1, 2015 and ended on June 30, 2016. RCI's intent through the RFP is for this number to be met or exceeded 300 during each RCI fiscal year.

B. Respite Care Service Schedule

The Home will be located at 621 Agape Circle, Conyers, Georgia 30012, operated by Service Provider on a weekend (define weekend as 4:30 pm Friday to 4:30 p.m. Sunday) Fifty (50) Weekends per year, and week (define week as 8:00 a.m. Monday to 3:00 p.m. Friday) twenty-two (22) weeks the first year of the contract with an increase of two (2) weeks each additional year the contract is extended as funds allow. Operations will follow the specified schedule.

Service Providers should outline the client and staff schedule for the week and weekend timeframes with notation of any timeframe the facility would be closed.

It is RCI's goal to offer respite care services year-round and plans to increase operational schedule annually until goal is reached.

2.2 Additional Information

RCI will monitor program delivery to ensure all services provided by the selected Service Provider comply with the contract agreement.

RCI is required to be listed in all program/service brochures, flyers, and other printed materials published by the Service Provider. RCI is to be listed on Service Provider's website equally to other facilities and services offered by the Service Provider. RCI reserves the right to link the Service Provider's website to the RCI website.

A. Reporting requirements

The state and federal government and the Department of Human Resources shall have access to any pertinent books, documents, papers, and records of the Service Provider for the purpose of making audit exemptions, excerpts, and transcripts. Service Provider record retention requirements are five years from submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration

of the five year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

If awarded a contract, Service Provider shall maintain records of service provision for each consumer in accordance with the requirements specified in the Standards. Upon termination of contract, the Service Provider agrees to provide true and complete copies of the consumer records to RCI or the provider who will assume service provision.

Service Provider shall maintain on-site and available for review by RCI Board:

1. Reports: Service Provider shall complete service reports in such form and at times as may be specified by RCI, which accurately and fully disclose all activities related to the delivery of services as specified in this RFP, i.e. monthly reports on utilization of respite home. The report should include the names of each client that stayed at the Home and what county they reside in. The report should also include the activities that the clients participated in with the location of each. Copies of these reports shall be submitted monthly to the RC no later than the 7th calendar day following the end of each month. RCI reserves the right to add additional data requirements as needed to meet state and federal requirements and/or grant requirements.
2. Licensure: Service Provider has and shall maintain in good standing all professional and institutional licenses required by law, and other licenses as appropriate to providing the services provided in this RFP and shall comply with all laws and regulations and professional standards applicable to the Service Provider. All licenses must be available at the facility and open to view by the public.
3. Subcontracts: RCI shall be notified of all subcontracts related to services provided in this RFP and copies of subcontracts must be available for review.
4. Records Management: All required records pertaining to the provision of services shall be maintained in accordance with the requirements specified in the Standards and within accepted professional standards and practices.
5. Service Provider agrees to submit a monthly income and expenditure report to the designee of RCI. Format to be agreed upon by RCI. These reports are due by the seventh (7th) of the following month each month.

B. Terms of Payment

The costs of services herein described and delivered outlined below should be included in the Service Provider's proposal.

Item Per Day	Year 1
Salaries	
Item Per Month	
Activities	
Food & Snacks	
Phone	

Cable	
Electricity	
Water	
Garbage	
Transportation/Travel	
Pest control	
Total Expenses	
Credit * Number of Waivered Individuals	

The total cost of the Service Provider's proposed fees shall not exceed **\$140,000.00** for the first year of the contract.

SECTION 3 – SPECIFIC PROPSAL REQUIREMENTS

3.1 Submission of Service Provider’s Proposal

- A. **Acceptance Period and Location:** To be considered, Service Providers must submit a complete response to this RFP. Service Providers not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 PM EST, on March 24, 2017.

Monica Coffin
Executive Director
Rockdale Cares, Inc.
875 Davis Drive
Conyers, Georgia 30094
Fax: (770) 922-7211
Email: rockcare@comcast.net

Refer to Section 3 for further detail regarding response formats and requirements.

- B. **Withdrawal Notification:** Service Providers receiving this RFP who do not wish to submit a proposal should reply with the “NO Response Form” (page two 2 of this RFP) to be received no later than the proposal submission date. This RFP is the property of RCI and may not be reproduced or distributed for the purposes other than proposal submission without the written consent of the RCI Board.
- C. **Required Copies:** Service Providers must submit one (1) signed original Proposal and five (5) complete sets of the original Proposal. **Proposals should be clearly marked as “Proposal for Respite Care Services.”** The Service Provider is encouraged to respond electronically in addition to submitting hardcopies of its Proposal as provided above. The Service Provider will make no other distribution of Proposals. An official authorized to bind the Service Provider to its provisions must sign the Proposal.
- D. **Pricing Period:** For this RFP, the Proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.
- E. **Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as “Service Provider complies” or “Service Provider understands” should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time, and date specified in Section 3.1.A **Requests for extensions of the submission date will not be granted.** Service Providers mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Service Providers who have received RFPs as outlined in Section 1 and must be acknowledged in the RFP response. No contact is allowed between the Service Provider and any other member of RCI with regard to this RFP unless specifically authorized in writing by the RCI Executive Director. Prohibited contact may be grounds for Service Provider disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Service Providers that received the original RFP per Section 1 guidelines. An acknowledgement of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda if instructions in Section 1 were followed.

3.5 Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

- A. **Transmittal Letter.** Each response to the RFP should be accompanied by the letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Service Provider to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and email address for the Service Provider's contact person.
- B. **Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.
- C. **Company Information.** Provide information related to your company and any companies you are proposing to use as sub-Service Providers. Specifically address the following:
 - a. Full Name of Company
 - b. Year the company was organized
 - c. Type of Entity
 - d. Federal Tax ID Number
 - e. Identification of company ownership
 - f. Financial history of the company covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also, include the following information: current balance sheet, statement of revenue and expenses, statement of cash flows, and appropriate notes of these documents. 501(c)3 organizations must submit their most recent Form 990.
 - g. Functions and location of your nearest regional office to RCI.

- h. Anticipated growth of your organization including expansion of the client base and acquisitions.
 - i. Any conflicts of interest that may affect RCI's potential selection of, or entering into an agreement with, your organization.
- D. **Experience.** Provide an overview of the history and types of work performed by your organization. Describe your qualifications as they relate to the services described in this RFP.
- E. **Resumes.** Provide resumes for the key personnel to be involved in providing services to RCI must also be provided in this section.
- F. **References.** Provide three (3) references that substantiate your organization's experience in providing the types of service requested in this proposal. This information needs to be detailed and verifiable. Include contact name, number, and explanation and length of relationship.
- G. **Service Provider's Proposal.** Service Providers must submit a detailed Project Narrative and Work Plan that describes:
 - a. Its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
 - b. How its proposed services and proposed work plan will meet the tasks and deliveries as described in Section 2 of this RFP;
 - c. Its understanding of the objectives and character of services outlines in RFP. Service Provider should describe the approach and transition into this service should they be awarded the contract;
 - d. Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.
- H. **Cost Proposal.** Service Providers must detail the proposed method of compensation for the services. Service Providers must include information outlined in the table in Section 2.2.B.
- I. **Insurance Certificates.** Each Service Provider must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.13 of this RFP.
- J. **Exceptions to General Information for the Service Provider.** For all exceptions to Section 4, the Service Provider must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Service Provider," the section number of any requirement to which an exception is being taken and an explanation of their position.
- K. **Exceptions to the RCI Contract.** For all exceptions to the RCI Contract, the Service Provider must indicate on a separate sheet labeled "Exceptions Taken to the RCI Contract," the section number of any requirement that an exception is being taken and an explanation of their position. IT is not intended that a new contract wording be proposed by the Service Provider, but rather that the Service Provider explain their position so that the conflict can be evaluated. If no exceptions are noted, the Service Provider is presumed to have agreed with all sections of the contract.
- L. **Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided guaranteeing the proposed prices.

3.6 Method of Evaluation

- A. Evaluation Committee:** RCI Executive Board will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Service Provider with whom a contract may be signed. Responses to this RFP will be evaluated according to the criteria that RCI has deemed pertinent to these services, which may include, but may not be limited to, the following:
- Proposed Fees
 - Understanding of the Project
 - Degree of Relevant Experience
 - Technical Competence
 - References
 - Capacity and Availability to Perform the Services
 - Local Office
 - Other Pertinent Criteria
- C. Contract Approval Process:** Service Providers must be aware that any contract resulting from this request for proposals is subject to prior approval by the RCI board members.

3.7 Oral Presentation

Service Providers who submit a proposal may also be required to make an oral presentation of their proposal to RCI. These presentations will provide an opportunity for the Service Provider to clarify their proposal to ensure a thorough mutual understanding. At the same time, RCI is under no obligation to offer any Service Provider the opportunity to make such a presentation.

3.8 Investigations

RCI reserves the right to conduct any investigations necessary to verify information submitted by the Service Provider and/or to determine the Service Provider's capability to fulfill the terms and conditions of the RFP contract document. RCI reserves the right to visit a prospective Service Provider's place of business to verify the existence of the company and the management capabilities required to administer this agreement. RCI will not consider Service Providers that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

SECTION 4 – GENERAL INFORMATION FOR THE SERVICE PROVIDER

4.1 Reservation of Rights

RCI reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Service Provider proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of RCI. RCI is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of RCI. If it is in the best interest to do so, RCI reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Service Providers. The Service Provider selected will be chosen on the basis of the greatest benefit to RCI as determined by an evaluation committee.
- B. Negotiate contracts with the selected Service Providers.

4.2 Contract Negotiation

Negotiations may be undertaken with those Service Providers whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to RCI, price and other factors considered. RCI reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of RCI. Attached as RFP Appendix A is a copy of the Standard Contract which contains mandatory provisions.

Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A. Service Providers must take exception as instructed in Section 3.5.1 if necessary. Any exceptions will be evaluated by RCI prior to proposal rating.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Service Provider may become contractual obligations, should a contract ensue. Failure of a Service Provider to accept these obligations may result in cancellation of the award. The awarded Service Provider will be required to provide RCI with a *Word* version of its final proposal.

4.4 Prime Responsibilities

The selected Service Provider will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Service Provider will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its sub-Service Providers. Further, RCI shall approve all sub-Service Providers and will consider the selected Service Provider to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Service Provider. RCI and the Service Provider intend the contract to be a contract for services and each considers the Work and any and all the Service Provider to be a work made

for hire. In submitting a proposal in response to this RFP, the Service Provider acknowledges and agrees that the Work (and all rights herein) belongs to and shall be the sole and exclusive property of RCI.

The Service Provider and the Service Provider's employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of RCI. Any property or Work not specifically included in the Contract as property of the Service Provider shall constitute property of RCI.

In addition to compliance with the right to audit provisions of the contract, the Service Provider must deliver to RCI, no later than the twenty-four (24) hours after receipt of RCI's written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Service Provider's failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of RCI, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the RCI.

The Service Provider will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of RCI.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between RCI and the Service Provider selected.

4.7 News Release

News preleases pertaining to this RFP or the services to which it relates will not be made without prior approval by RCI and then only in coordination with the RCI Executive Director.

4.8 Notification of Service Provider Selection

All Service Providers who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

- A. By submission of a proposal, the Service Provider certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
 - a. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Service Provider or competitor for the purpose of restricting competition; and
 - b. No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:

- a. They are the person in the Service Provider's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (a) and (b) above; or
- b. They are not the person in the Service Provider's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as an agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to A (a) and (b) above.
- c. A proposal will not be considered for an award if the sense of the statements required in the proposal has been altered so as to delete or modify A (a) and A (b) above.

4.10 Incurring Costs

RCI is not liable for any costs incurred by Service Provider prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Service Provider as part of a proposal shall vest in RCI upon submission of the Service Provider's proposal to RCI without any obligation or liability by RCI to the Service Provider. RCI has the right to use any or all ideas presented by a Service Provider.

RCI reserves the right to ownership, without limitation, of all proposals submitted.

4.12 Indemnification

The Service Provider shall defend, indemnify and save harmless RCI, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgements, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against RCI which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Service Provider, its agents or employees, the provision of any products by the Service Providers, its agents or employees, arising from any act, omission or negligence of the Service Provider, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve RCI from its own negligence or misfeasance or to assume any such liability for RCI by the Service Provider.

4.13 Insurance Requirements

The Service Provider shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to so business in the State of Georgia, covering all operations under the Contract resulting from this proposal solicitation. The kinds and amounts of insurance include but are not limited to:

- A. WORKERS' COMPENSATION AND DISABILITY INSURNACE: A policy covering the operations of the Service Provider in accordance with O.C.G.A. Title 34 Chapter 9, covering all operations under contract, whether performed by them or their sub-Service Providers. The Contract shall be void or of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of O.C.G.A. Title 34 Chapter 9.

- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE:** Service Provider shall and will, at their own cost and expense during the term of the agreement insure the operation of activities for general liability and other insurances in the amount of \$1million/\$3 million individual/aggregate. Rockdale Cares, Inc. should be shown as an additional insured party on General Liability policies. "Certificate of Liability Insurance" shall be submitted annually to RCI for their records.

4.14 Assurance

Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Service Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Service Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

4.15 HIPPA and PHI

Any contract awarded under this RFP must comply with the Health Insurance Portability and Accountability Act of 1966 Public Law 104-199 (HIPPA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this RFP and any awarding of contract resulting from RFP.

4.16 Proposal Certification

The Service Provider must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by RCI must be borne by the Service Provider. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Service Provider.

AGREEMENT: _____

TERM: July 1, 2017 - June 30, 2018

SERVICE DELIVERY: Respite Care Services

State of Georgia
County of Rockdale

THIS AGREEMENT made this ___ day of _____ by and between **Rockdale Cares, Inc.**, hereinafter referred to as the “RCI”, and _____ hereinafter referred to as the “Service Provider,” having its address at: _____.

NOW THEREFORE, in consideration of the mutual agreements between the parties hereinafter specified, and other good and valuable considerations, the parties hereto agree as follows:

I. CONTRACT PERIOD

The period of this contract will extend from July 1, 2017 through June 30, 2018, unless terminated earlier as provided hereinafter.

Upon full and complete performance of all terms, covenants, and conditions and payment of all expenses due herein contained and in RFP for Respite Care Services submitted by Service Provider, the Service Provider shall be given the option to renew this contract for two (2) additional terms of twelve (12) months each. Each such option shall be exercisable only by delivery of Service Provider’s signed written notice of extension to RCI not less than ninety (90) days prior to the expiration of the then-existing contract term.

II. SERVICE DELIVERY

Priority will be given to those families most in need and residing in the following order

Respite Care Services

Priority will be given to those families most in need and residing in the following geographic areas:

- East Metropolitan Atlanta Counties Including:
Rockdale, Walton, DeKalb, Newton, Gwinnett, Henry
- (2) Other Metro Counties will be served on a first come first served basis

RCI requires that a minimum of twenty-five percent (25%) of the Respite Care Services at Haven House are provided to residents of Rockdale County, Georgia.

A priority order will be developed by the Service Provider in conjunction with RCI to determine availability to certain county residents. These services are short term interventions provided to persons with mental retardation/ developmental disabilities and their families as well as those with similar service needs. The Respite Care Services are intended for ages five (5) years and older. Siblings of participants, who are under the age of 15, may also be served depending upon available rooms. These services will be provided at the Haven House, hereinafter referred to as the “Home”. The Home will be an appropriately staffed, four (4) bed residences with a fifth bed for emergencies and approved for such purposes. The extent and schedule of care will be determined on the basis of client/family needs and availability of the

service. The service will be limited to thirty (30) days per family per fiscal year. Exemptions to this policy must be required by Service Provider and approved through the RC or its designee.

The Home will be located at 621 Agape Circle, Conyers Georgia 30012 operated by Service Provider on a weekend (define weekend as 4:30 p.m. Friday to 4:30 p.m. Sunday) Fifty (50) Weekends per year, and week (define week as 8:00 a.m. Monday to 3:00 p.m. Friday) twenty-two (22) weeks the first year of the contract with an increase of two (2) weeks each additional year the contract is extended.

Service Provider will provide respite care based on a level of care system established as follows:

Level 1: Requiring supervision only for safety issues and companionship – no behavior issues. Includes medication assistance, apnea monitoring and care typically associated with the age of the consumer.

Level 2: Requiring assistance in meeting five basic needs: Feeding; Bathing; Dressing; Toileting; and Transferring. This level of care may provide total care and also include minor behavioral issues.

Level 3: Medical or Behavioral care. Requiring medical care including Tracheotomy.

RC, or its designee, acknowledges that under this contract, it may:

Monitor Service Provider’s activities on a regular, on-going basis by holding Service Provider accountable to the Department of Human Resources applicable Standards.

Determine appropriateness and priority for emergency respite and contact Service Provider for scheduling.

Service Provider will serve a minimum of 300 individuals during each RCI fiscal year in Respite Care Services.

III. CONFIDENTIALITY OF INDIVIDUAL INFORMATION/CLIENT RIGHTS

Both parties agree to abide by all applicable federal, state, and local laws, rules and regulations, and policies on respecting individual records. Service Provider agrees to abide by the Standards for the Division of Behavioral Health and Developmental Disabilities Community Services and Chapter 290.4-9 of the rules and regulations for the State of Georgia, respecting client rights. Both parties further agree not to divulge any information concerning any individual served to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

IV. ACCESS TO RECORDS

The state and federal government and the Department of Human Resources shall have access to any pertinent books, documents, papers, and records of the Service Provider for the purpose of making audit exemptions, excerpts, and transcripts. Service Provider record retention requirements are five years from submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Service Provider shall maintain records of service provision for each consumer in accordance with the requirements specified in the Standards. Upon termination of this contract, the Service Provider agrees to provide true and complete copies of the consumer records to RCI or the provider who will assume service provision.

Service Provider shall maintain on-site and available for review by Board:

1. Reports: Service Provider shall complete service reports in such form and at times as may be specified by RCI, which accurately and fully disclose all activities related to the delivery of services as specified in this contract, i.e. monthly reports on utilization of respite home (Annex A). The report should include the names of each client that stayed at the Home and what county they reside in. The report should also include the activities that the clients participated in with the location of each. Copies of these reports shall be submitted monthly to the RC no later than the 7th calendar day following the end of each month. RCI reserves the right to add additional data requirements as needed to meet state and federal requirements and/or grant requirements.
2. Licensure: Service Provider has and shall maintain in good standing all professional and institutional licenses required by law, and other licenses as appropriate to providing the services provided in this contract and shall comply with all laws and regulations and professional standards applicable to the Service Provider. All licenses must be available at the facility and open to view by the public.
3. Subcontracts: RCI shall be notified of all subcontracts related to services provided in this contract and copies of subcontracts must be available for review.
4. Records Management: All required records pertaining to the provision of services shall be maintained in accordance with the requirements specified in the Standards and within accepted professional standards and practices.
5. Service Provider agrees to submit a monthly income and expenditures report to the designee of RCI. These reports are due by the seventh (7th) of the following month each month.

V. TERMINATION OF CONTRACT

This contract may be terminated by either party with or without cause upon thirty (30) days written notice.

VI. TERMS OF PAYMENT

The costs of services herein described and delivered by the Service Provider shall be reimbursed as follows:

Item	Per Day
Salaries	
Item	Monthly Rate
Activities	
Food & Snacks	
Phone	
Cable	
Electricity	

Water	
Garbage	
Transportation/Travel	
Pest control	
Credit	Number of Waivered Individuals

The total cost of the contract shall not exceed **\$140,000.00 for the first year of the contract**. Service Provider will retain other payer fees for services. Payments will be made monthly to Service Provider by RCI within 30 days of submitting the invoice.

VII. NON-DISCRIMINATION

Both parties agree to comply with all applicable federal and state laws, rules, regulations and policies relative to nondiscrimination in employment practices because of political affiliation, religion, color, race, sex, handicap, age or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.

Both parties agree to comply with all applicable federal and state laws, rules, regulations, and policies relative to nondiscrimination in client and client services and practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin.

Both parties agree to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability and accessibility of programs, activities, or services for consumers with disabilities.

Both parties further agree to comply with the Department of Human Resources policy on AIDS and not to discriminate against any consumers who may have AIDS or be infected with Human Immunodeficiency Virus (HIV).

Service Provider further agrees to execute an “Assurance of Compliance with Title VI of the Civil Rights Act of 1964.”

VIII. LICENSES AND STANDARDS

Service Provider shall meet applicable and necessary standards and regulations of licensing, funding, and approval agencies and bodies for both services provided and physical facilities. Service Provider will provide RCI a copy of current licensing and certifications on an annual basis. Failure to meet a standard or regulation may result in termination of this agreement, at the discretion of RCI. In particular, Service Provider agrees to meet all applicable requirements in the rules and regulations set forth in the Standards for Division of Behavioral Health and Developmental Disabilities Services published by the Georgia Department of Human Resources as they now exist or may hereafter by amendment, copy of which may provide documentation of contracted services provided to the designated client population as required by 1.7 e. of the Standards and other sections of said Standards that may be relevant.

IX. INDEPENDENT SERVICE PROVIDER

The relationship between RCI and the Service Provider under this agreement is that of independent entities and nothing herein shall be deemed to create the relationship of principal and agent, master or servant, or employer and employee, joint venture, partnership or other collaborative enterprise between the parties hereto.

X. SOLE AGREEMENT

This agreement constitutes the sole agreement among the parties for this purpose. No representations, oral or written, not incorporated herein shall be binding on the parties. No amendment or modification of this agreement shall be enforced unless approved in writing by all parties.

XI. GEORGIA LAWS GOVERN

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

XII. VENUE

This agreement shall be deemed to have been made and performed in Rockdale County, Georgia. For the purposed venue, all suits or causes of action arising out of this agreement shall be brought in the court of Rockdale County, Georgia.

XIII. INVENTORY

Service Provider agrees to maintain detailed property records on all equipment (non-expendable personal property with a valuation of \$500 or more) purchased in total, or in part, with funds received from RCI during the term of this contract. Copies of such records are to be submitted to RCI. Property records shall be maintained accurately and shall include:

1. A description of the property.
2. Manufacturer's serial number, model number, national stock number, or other identification number;
3. Source of the property including federal program name, as applicable;
4. Acquisitions date (or date received, of the property that was furnished by RCI) and cost;
5. Percentage (at the end of the budget year) of federal participation in the cost of the project or program for which the property was acquired, as applicable;
6. Location, use, and conditions of the property and the date the information was reported;
7. Unit acquisition cost;
8. Property decal number;
9. Ultimate disposition data, including date of proposal, sales price, and method used to determine current fair market value. Disposition must have prior RCI written approval;
10. Adequate maintenance procedures shall be implemented to keep the property in good condition.

Service Provider agrees that in the event that this contract becomes null and void all equipment remains the property of RCI and remains in the Home. Equipment and supplies purchased with Service Provider funding shall remain the property of Service Provider in the event that this contract becomes null and void.

XIV. CONTRACT MODIFICATION OF RENEGOTIATION

No modification or alteration of this contract will be valid or effective unless such modification is made in writing and signed by all parties and affixed to this contract as an amendment indicating the original contracting parties and the original effective date of the contract and the paragraphs being modified or superseded. This contract is subject to renegotiation to meet any new requirement imposed upon any party by law or by regulations of any funding agency.

XV. HOLD HARMLESS

The Service Provider hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless RCI, the Department and the State of Georgia (including State Tort Claims Trust Fund), their officers and employees (hereinafter collectively referred to as Indemnities), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including but not limited to bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character, and invasion of privacy), caused by, growing out of, or otherwise happening in connection with this contract, due to any act or omission (whether intentional or negligent, through theft or otherwise) on the part of the Service Provider, its agents, employees, or subcontractor working at the direction of the Service Provider; or due to any breach of this contract by the Service Provider or due to the application or violation of any pertinent federal, state or local law, rule, or regulation by the Service Provider, its agents, employees or subcontracts, working at the direction of the Service Provider. Service Provider will provide all administrative staff to plan, schedule, administer and otherwise operate the home.

XVI. PERSONNEL

Service Provider agrees that it is the sole employer of all staff that is hired in the furtherance of the terms of this contract. Service Provider to provide all administrative staff to plan, schedule, administer and otherwise operate home without aid or assistance of RCI.

XVII. INSURANCE

RCI shall and will, at their own cost and expense during the term of the agreement, keep the premises insured against the loss or damage by fire and other casualties, for not less than the amount of the premises and its contents. Said insurance will be placed with solvent, incorporated insurance companies licensed to do business in the State of Georgia.

Service Provider shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of Georgia, covering all operations under the Contract resulting from this proposal solicitation. The kinds and amounts of insurance include but are not limited to:

- C. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Service Provider in accordance with O.C.G.A. Title 34 Chapter 9, covering all operations under contract, whether performed by them or their subcontractor. The Contract shall be void or of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of O.C.G.A. Title 34 Chapter 9.

D. **LIABILITY AND PROPERTY DAMAGE INSURANCE:** Service Provider shall and will, at their own cost and expense during the term of the agreement, insure the operation of activities for general liability and other insurances in the amount of \$1million/\$3 million individual/aggregate. Rockdale Cares, Inc. should be shown as an additional insured party on General Liability policies. "Certificate of Liability Insurance" shall be submitted annually to RCI for their records.

/XVIII. PAYMENT OF OPERATING SERVICES

Service Provider will be responsible for payment of all utilities, phone, cable television service, supplies and materials, rubbish removal and all other miscellaneous and required expenses necessary to operate the home, unless otherwise excluded by this agreement. Service Provider shall at his own expense keep the premises free of infestation from rodents and other pests.

Normal wear and tear on the building including paint touch up, repair and damage caused by consumers and upkeep of household appliances shall be the responsibility of the Service Provider.

Repairs and replacement of HVAC; plumbing; electrical; any structural repairs including roofing, shingles, outside painting building, foundation driveway repairs; and any landscape changes required to maintain the building are the responsibility of RCI.

XIX. FINANCIAL AUDIT

Service Provider shall provide the Board with a copy of its annual independent audit report.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

Service Provider

Name (Printed):

Date

Title (Printed):

Company Name (Printed):

Darlene E. Hotchkiss
President
Rockdale Cares, Inc.

Date