

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**In-Home Services for the Elderly -
Secondary Provider
Bid No. 15-025**

**FirstCare Home Health
3901 Normal Blvd., Suite 102
Lincoln, NE 68506
402-435-1122**

City of Lincoln, Nebraska Contract Terms

THIS CONTRACT, made and entered into by and between FirstCare Home Health, 3901 Normal Blvd., Suite 102, Lincoln, NE 68506 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

In-Home Services for the Elderly - Secondary Provider, Bid No. 15-025

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/services, according to the pricing as listed in Contractors Proposal/Supplier Response, Attachment A, a copy thereof being attached to and made a part of this Contract for an hourly amount of \$18.00 with a total amount not to exceed \$20,000.00. The City will use these services on an as needed basis for the duration of the contract.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. TERMINATION. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. PERIOD OF PERFORMANCE: This Contract shall be effective upon execution by both parties ending on January 31, 2016 with the option to renewal for two (2) each, one (1) year term upon agreement of both parties.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Attachment 1
 4. Specifications
 5. Appendix A
 6. Sliding Fee Scale
 7. Federal Documentation
 8. Instructions to Bidders
 9. Insurance Requirements
 10. Sales Tax Exemption Forms 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Me...
City Clerk



CITY OF LINCOLN, NEBRASKA

James Pederson
Director, Aging

Approved by:

12720

Directorial Order No.

Dated March 19, 2015

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

FirstCare Home Health of Eastern NE, Inc
Name of Corporation

3901 Normal Blvd #102 Lincoln, NE 68506
Address

[Signature]
By:
Duly Authorized, Official
President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	15-025	Department		Department
Title	In-Home Services for the Elderly - Secondary Providers	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	01/15/2015	Telephone	1 (402) 441-8309	Telephone
Close Date	1/29/2015 12:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company	FirstCare Home Health
Address	3901 Normal Blvd., Suite 102 Lincoln, NE 68506
Contact	Steve Wagner RN, Director Patient Care
Department	
Building	
Floor/Room	
Telephone	1 (402) 435-1122
Fax	1 (402) 435-4854
Email	steve@firstcarehomehealth.org
Submitted	1/29/2015 11:58:59 AM CT
Total	\$0.00

Signature STEVE WAGNER

Email steve@firstcarehomehealth.org

Supplier Notes

Bid Notes

The Vendor/s selected from this process will provide services in addition to those which are already provided under the original RFP for services.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Steve Wagner
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
8	Attached Proposal	I have attached my proposal response as required in the Specifications to the Response Attachment section of my ebid response.	Yes
9	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
10	DUNS Requirement	A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do Failure to obtain a DUNS number may result in the rejection of your bid.	no
11	SAM Requirement	Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO IF NO, YOUR BID MAY BE REJECTED To register in the SAM system go to www.sam.gov - Click: Create User Account.	no

- 12 Small Business Information
- The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal. (If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)
- 1) Are you a Small Business according to the NAICS size guidelines? YES or NO?
If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?
- 2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO
If YES, name the Sub-Contractors in the space provided.
- 3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO
If NO, why?
- 13 Protest Procedures - Fed Grant
- I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.
- 14 Federal Bidding Documents and Compliance
- I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 15-025 for In-Home Supportive Services for the Elderly - Secondary Providers for the Aging Department is available. Please prepare your written response and attach it to the Response Attachments as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7410.	\$0.00

Item Notes:

Supplier Notes:

Response Total: \$0.00

JANUARY, 29, 2015

CITY OF LINCOLN NEBRASKA
BID NO. 15-025

WE WOULD LIKE TO SUBMIT A PROPOSAL OF \$ 18.00
PER HOUR FOR HOMEMAKING SERVICES THROUGH THE
CONGREGATE HOUSING SERVICES PROGRAM.

FIRM NAME: FIRSTCARE HOME HEALTH OF EASTERN NEBRASKA

MAILING ADDRESS: 3901 NORMAL BLVD., SUITE 102
LINCOLN, NE 68506

TELEPHONE NUMBER: 402-435-1122

FAX NUMBER: 402-435-4854

YEARS ESTABLISHED; 20 YEARS. NO OTHER FORMER NAMES.

MISSION/TYPES OF SERVICES; HOMEMAKER, PERSONAL CARE.

GEOGRAPHIC BUSINESS AREA: LINCOLN NEBRASKA

NUMBER OF STAFF CURRENTLY EMPLOYED: 60

OPERATIONAL EXPERIENCE: 19 PLUS YEARS OF PROVIDING THIS TYPE OF SERVICE

WILLINGNESS AND CAPABILITY TO MEET PROJECTS TIME REQUIREMENTS:
CURRENTLY ABLE

STAFF QUALIFICATIONS: HOMEMAKERS AND REGISTERED CAN

NUMBER OF CLIENTS SERVED: 32

OTHER QUALIFICATIONS: HAVE BEEN PROVIDING THIS SERVICE UNDER BID 10-181

THANK YOU FOR CONSIDERATION.

STEVE WAGNER
DIRECTOR OF PATIENT CARE
FIRSTCARE HOME HEALTH

**Request for Proposals
In-home Supportive Services for the Elderly
Secondary Provider**

1. SCOPE AND SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln through its Aging Partners, Personal and Family Services, has funds for the purchase of personal care and homemaking services through the Congregate Housing Services Program.
 - 1.1.1 The services described in these specifications are for services to supplement the Primary Vendor who has been contracted for these services.
- 1.2 The intent of this proposal for services is to enable Vendors to furnish affordable In-Home Supportive services to clients of the CHSP program who are frail elderly and/or disabled and reside at the following Housing Authority locations:
 - 1.2.1 Mahoney Manor
 - 1.2.2 Burke Plaza
 - 1.2.3 Crossroads House
- 1.3 Vendors shall provide a per hour cost for the services being requested.
 - 1.3.1 Pricing shall be included on company letterhead in addition to any other correspondence required and attached to the Response Attachment section of your Ebid response.
 - 1.3.2 Price will not be the only factor in determining who the awarded Vendor/s will be.
 - 1.3.3 Reference checks, past work history and company integrity will be taken into consideration.
 - 1.3.4 The City has the option of contracting with more than one Vendor if it is in the best interest of the City and the clients that are being served.
 - 1.3.5 Vendor pricing shall be based on the estimated funding for these services:
 - 1.3.5.1 Congregate Housing Services- \$20,000.00 per year.
 - 1.3.5.2 This is a funding estimate and is not intended to guarantee any amount of funding to Vendor/s awarded a contract for providing the services.
- 1.4 Vendors shall only submit an electronic response via the City/County Ebid system.
 - 1.4.1 Any documentation or submittals shall be scanned and attached to the Response Attachment section of your Ebid response.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or Fax: (402) 441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.5.2 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of proposal opening.
 - 1.5.3 No direct contact is allowed between Vendors and Aging Partners or other City staff throughout the bid process.
 - 1.5.3.1 Failure to comply with this directive may result in Vendor proposal being rejected.
- 1.6 The services to be purchased from this RFP utilize funding from the Federal Government.
 - 1.6.1 Vendors must read, acknowledge and follow the requirements of the Federal Guidelines attached to the ebid.
 - 1.6.2 Failure to agree to the Federal Guidelines or return certifications as required will result in the rejection of bid.
 - 1.6.3 No other services may be provided under the terms of an awarded contract from this proposal due to the use of Federal funding.

2. ELIGIBLE CLIENTS – CONGREGATE HOUSING SERVICES

- 2.1 To be eligible to receive services a resident must be:
 - 2.1.1 A lessee of Lincoln Housing Authority, and a resident of one of the three facilities, as mentioned in 1.2
 - 2.1.2 Elderly (aged 62 years of age or older) and deficient in at least three activities of daily living.

- 2.1.3 A resident with permanent disabilities, regardless of age.
- 2.1.4 A person who is temporarily disabled, and who is 62 years of age or older.
- 2.1.5 Determined to be eligible by the Professional Assessment Committee (PAC).

3. SELECTION OF PROVIDERS

- 3.1 Eligible residents will be presented with a list of contracting Vendors during the negotiations of their care plan.
- 3.2 The Awarded Vendors will be competitively selected from a list by the individual residents.
- 3.3 All selections are subject to final approval by the PAC.
- 3.4 The PAC may advance policies in the interest of improved service coordination, cost savings, improved service, etc. which may affect the selection process.

4. AUTHORIZATION OF SERVICES AND SERVICE HOURS – CONGREGATE HOUSING SERVICE PROGRAM

- 4.1 Each resident eligible for subsidized services will be allocated a specific number of service units, based on his/her formally assessed long term care needs.
- 4.2 The PAC will review assessments, determine eligibility, approve care plans and authorize services.
- 4.3 The Vendor will receive a written service authorization.
 - 4.3.1 The service authorization will prescribe type of service, frequency, the amount of service to be delivered and the term of services.
- 4.4 In circumstances where there is an urgent need for service, Aging Partners will issue a verbal authorization that will precede the written authorization.
- 4.5 Reimbursement will be based on the actual hours of service provided to each client, and shall not exceed the maximum authorized number of hourly units.
- 4.6 The Vendor will agree to provide the following services in 30 minute units of service:
 - 4.6.1 Medication reminders
 - 4.6.2 Assistance with dressing
 - 4.6.3 Assistance applying TED hose, braces, or prosthetic devices
 - 4.6.4 Meal setup
 - 4.6.5 If the Vendor is unable or unwilling to agree to this clause you must indicate so on your written response to this Proposal.

5. IDENTIFICATION OF NEW OR INCREASED NEED

- 5.1 Should the Vendor observe that a client of the program has new or additional needs, the Provider can:
 - 5.1.1 Request additional hours of service from Aging Partners.
 - 5.1.1.1 Vendor must be able to address changes in the client's functional ability or circumstances to justify the additional hours.
- 5.2 The Vendor may find the resident is facing other significant concerns, question, or problems.
 - 5.2.1 With the resident's permission, the Vendor may refer these matters to Aging Partners Personal and Family Services for social work services.

6. TERMINATION AND REINSTATEMENT OF ELIGIBILITY

- 6.1 Due to changes in a functional ability, financial status, or limits placed on the dollar amount of subsidized service, clients may lose and regain eligibility over time.
- 6.2 Termination
 - 6.2.1 Aging Partners will provide a minimum of 48 hours advance notification of the termination of a resident's eligibility for subsidized services.
 - 6.2.2 Vendor may negotiate with Aging Partners for the continuation of services on a private fee-for-services basis.

- 6.3 Reinstatement
 - 6.3.1 Aging Partners will monitor the functional ability and financial eligibility of residents who have been terminated.
 - 6.3.2 Residents who regain eligibility will do so under the previously described provisions.

7. CLIENT BILLING

- 7.2 Congregate Housing Services Program:
 - 7.2.1 Rules require that recipients of services are responsible for ten (10%) of the cost of the services, not to exceed twenty (20%) of each individual's adjusted annual income.
 - 7.2.2 Aging Partners will be responsible for the billing and collection of these fees.
 - 7.2.3 Vendors will not be responsible for billing and collecting the resident's share of services.

8. RESPONSIVENESS AND SERVICE QUALITY

- 8.1 Aging Partners will maintain quality assurance files on each Vendor of service.
- 8.2 Aging Partners will survey current and former clients regarding service satisfaction.
- 8.3 The files will contain incident reports and the results of satisfaction surveys.
 - 8.3.1 Incidents of unsatisfactory service will be discussed and maybe negotiated with the Vendor on such occurrences.
- 8.4 Vendor will be furnished a complete copy of any survey results.
- 8.5 Quality assurance files will be carefully reviewed by the PAC and considered in determining eligibility for the continuation as a qualified Vendor.
- 8.6 Vendor must apply for, and obtain, any and all necessary permits, certifications, licenses, variances, certifications and approvals required by any applicable laws or regulations that relate to the services being provided.
- 8.7 Vendor shall perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of the Agreement.
- 8.8 Vendor shall supply only trained, quailed employees to provide Services.
- 8.9 These employees shall be under the supervision of the Vendor at all times.

9. ADDITIONAL PROVIDER DUTIES

- 9.1 Vendor shall provide the following in-home assistance services to older persons in cooperation and in coordination with Aging Partners:
- 9.2 Escort/Shopping - Defined as accompanying and personally assisting a client to obtain a service; providing assistance in the purchase of food, clothing, medical supplies, household items and/or recreational materials for a client.
 - 9.2.1 Escort services are not reimbursed when they are a "stand alone" service.
 - 9.2.2 Reimbursement for escort services will only occur when they are provided with other approved in-home services.
 - 9.2.3 The unit of service will be one unit equals one hour.
 - 9.2.4 The service will be provided 5 days a week with weekend service for emergencies only.
 - 9.2.5 Amount of time needed to fulfill a request will depend on client's needs, usually within 1-2 hours.
- 9.3 General Homemaking/Housekeeper - Defined as help or training for house cleaning, laundry, essential shopping, errands and meal preparation.
 - 9.3.1 Does not require trained personnel since emphasis is on tasks usually performed by domestic workers.
 - 9.3.2 The unit of service will be one unit equals one hour.
 - 9.3.3 The service will be provided 5 days a week.

- 9.3.4 Amount of time needed to fulfill a request will depend on client's need.
- 9.4 Personal Care - Defined as assisting the client with bathing, medication, dressing, personal appearance, feeding, and toileting.
 - 9.4.1 The unit of service will be one unit equals one hour.
 - 9.4.2 The service will be provided 5 days a week.
 - 9.4.3 Amount of time needed to fulfill a request will depend on client's need.
- 9.5 The Vendor shall adhere to the Policies and Procedures of the Aging Partners Supportive Services Program set out in Appendix A.
 - 9.5.1 Aging Partners reserves the right to amend these Policies and Procedure as necessary to ensure the precise control of expenditures, equitable treatment of clients, and delivery of benefits to those in greatest need.

10. INABILITY OF VENDOR TO SERVE AN AUTHORIZED CLIENT

- 10.1 The Vendor will notify Aging Partners immediately if it is necessary to decline entirely or reduce the amount of service to an authorized resident.
 - 10.1.1 In this event, Aging Partners may transfer the resident to another qualified Vendor.

11. PAYMENT PROCESS

- 11.1 The City of Lincoln/ Aging Partners shall reimburse the Vendor for the actual units of service provided to authorized residents.
- 11.2 The Vendor will claim payment by submitting a monthly billing document furnished by Aging Partners.
 - 11.2.1 The monthly billing document will be reviewed by the Department.
 - 11.2.2 Aging Partners will forward approved billings to the City's Finance Department.
 - 11.2.3 Upon filing and approval, the City Finance Department shall issue a warrant within thirty (30) days of receiving this document.
- 11.3 Aging Partners will not pay a Vendor for any services provided without prior approval.
- 11.4 The Vendor shall account, on a monthly basis, for any discrepancy between units authorized and units delivered.
- 11.5 Vendors will be paid per unit hour of service provided on a performance based method.
- 11.6 The cost for one unit hour of service will continue throughout the contract period.

12. CONTRACT ASSIGNMENT

- 12.1 Vendor shall not execute any contract, or obligate itself in any manner, with a third party, with respect to these services, without prior written consent of Aging Partners.
- 12.2 Aging Partners shall not be obligated or liable hereunder to any party other than the Vendor.

13. PRIVACY

- 13.1 Aging Partners is not a "covered entity" for purposes of HIPAA, however, the Vendor agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the Vendor agrees that it shall:
 - 13.1.1 Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.
 - 13.2.2 Make patient information available to patients in a manner consistent with HIPAA.
 - 13.2.3 Require all employees to comply with such restrictions.
 - 13.2.4 Report any improper use or disclosure of patient information immediately to Aging Partners.
- 13.2 All services, including reports, opinions, and information to be furnished shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of Aging Partners, without the prior written approval of Aging Partners staff.

- 13.2.1 The Vendor assumes liability for any breach of confidentiality that may occur through the action of the Vendor, Vendor employees, and anyone directly or indirectly employed by the Vendor.

14. TERM

- 14.1 The end date of the Contract for Services shall correspond with the begin date of the Prime Vendor contract for these same services and be renewable on a yearly basis.
 - 14.1.1 The Prime Vendor contract is scheduled to begin on February 1, 2015.
 - 14.1.2 The initial contract term for the awarded Vendor from this RFP shall be from the date of execution to January 31, 2016 with an option for three (3) additional one (1) year renewals.
- 14.2 Either party may, upon sixty (60) days advance notice in writing to the other party, terminate its agreement for convenience.
- 14.3 The City reserves the right to cancel this contract for cause according to the terms of the contract.

15. SUBMITTAL PROCEDURES

- 15.1 All written submittals shall be attached to the Response Attachment section of the ebid response.
- 15.2 Vendor shall submit your company's estimate of the proposed fees for services as outlined in Section 1.
 - 15.2.1 Vendor may propose alternate pricing in addition to its hourly fees if such alternate pricing would be a benefit to the agency and provide additional services to the elderly they serve.
- 15.3 Vendor shall attach an information sheet to the Response Attachment section of their ebid response listing the following information:
 - Firm name
 - Mailing address
 - Telephone number
 - Fax number
 - Years established and former names
 - Mission or types of services that makes your company qualified to perform this contract
 - Geographic business Area
 - Number of staff usually and currently employed
 - Statement of willingness and capability to meet the project's time requirements.
 - Operational experience
 - Staff qualifications
 - Number of clients currently being served
 - Other qualifications which would prove valuable in the provision of this service

Appendix A

Supportive Services Program

Aging Partners

Policies and Procedures

1. **Eligibility.** To be eligible to receive payment for services from the City, an Aging Partner's Care Manager shall determine that the client:
 - a. Is at least 60 years of age and residing in Lancaster County
 - b. Is ineligible for, or unable to obtain services under the Social Services Block Grant (SSBG), Medicare, Medicaid Waiver, or Private Health Insurance benefits.
 - c. Has an adjusted net income of less than 300% of the Federal Poverty Guidelines, after subtracting health insurance premiums. Existing client hourly rates will be adjusted with their annual or semi-annual reauthorizations. Priority will be given to clients with \$50,000 or less in savings or investments.
 - d. Cannot obtain the service without charge from another source
 - e. Is not able to perform the service for him or her self
 - f. Agrees to a home assessment visit by professional staff who will by their assessment determine the need and basis on which service will be given.
 - g. Gives consent for the Contractor to share necessary information with Aging Partners for the exclusive purpose of an inter-agency care plan for the client.
 - h. Client must not reside in a facility which should provide the needed services.

2. **Access.** An older person may become a client of the Contractor through several options. These are examples, and not inclusive of all options:
 - a. Self-referral (client contacts Contractor and Contractor refers client to Aging Partners to determine eligibility)
 - b. Referral by a community agency to Aging Partners
 - c. Referral by an individual knowledgeable of the person's condition, such as a neighbor, family member, etc... to Aging Partners
 - d. Referral of existing Aging Partners' clients

3. **Client Assessments.** All clients requesting covered services will participate in an in-home assessment by Aging Partners to determine an appropriate plan of care.

4. **Admissions and Increased Hours.** Aging Partners will maintain a waiting list for older persons who are seeking services through SSP.

5. **Priorities.**
 - a. Highest priority will be assigned to clients whose immediate independence is threatened. Special circumstances may be described in the comments section of the City Authorization Request Form or submitted by phone.

- b. Otherwise, service will be authorized first come, first serve, in date of receipt order.
- c. In the event of a waiting list, Aging Partners will draw names from waiting lists and pre-authorize service in priority order.

6. Authorization of Service Hours.

- a. The Contractor will receive authorization from Aging Partners to provide services to a client on forms approved by the City.
- b. All authorizations will be for a set duration and a specific number of service units based on the client's assessed needs and circumstances.
- c. The Contractor will be reimbursed monthly for actual hours of authorized service provided to each client. Aging Partners will not pay for unauthorized service hours.
- d. Provision of service to older persons not authorized for service by Aging Partners shall be at the discretion and cost of the Contractor.
- e. Total Aging Partner annual expenditures for the purchase of services for any client shall not exceed \$5,000 in any fiscal year.
- f. Service authorizations may cross fiscal years and will be paid at the respective rates for each year.
- g. Emergency service may be authorized retroactively but only with telephone notification to Aging Partners within 1 working day of initiating services.

7. Denial or Reduction of Service. The Contractor will notify Aging Partners when it is necessary for the Contractor to deny or reduce services to a client.

8. Notification of Termination. To enable Aging Partners to make full use of service hours, the Contractor will notify Aging Partners of any service terminations.

9. Client Service Forms. The following are to be completed by Aging Partners for each client.

- a. Assessment (at intake; updated at least every twelve months)
- b. Informed Consent (at intake; updated as necessary)
- c. Care Plan (at intake; updated at least every 12 months)
- d. Request for Service Authorization (at intake and at least every twelve months)
- e. Termination (when client no longer receives service)
- f. At the discretion of Aging Partners, some clients will be authorized for up to twelve months of service. This will be determined by Aging Partners at the time the client re-authorization list is sent to the vendor.

SSP/AGING PARTNERS SLIDING FEE SCALE - SINGLE

BASE: \$11,670.00

Updated 02/28/14

ANNUAL INCOME	MONTHLY INCOME	% POVERTY	CLIENTS %
\$0.00 - \$11,670.00	\$0.00 - \$973.00	100%	40%
\$11,671.00 - \$14,588.00	\$974.00 - \$1,216.00	125%	45%
\$14,589.00 - \$16,338.00	\$1,217.00 - \$1,362.00	140%	50%
\$16,339.00 - \$17,505.00	\$1,363.00 - \$1,459.00	150%	55%
\$17,506.00 - \$20,423.00	\$1,460.00 - \$1,702.00	175%	60%
\$20,424.00 - \$23,340.00	\$1,703.00 - \$1,945.00	200%	65%
\$23,341.00 - \$25,091.00	\$1,946.00 - \$2,091.00	215%	70%
\$25,092.00 - \$26,258.00	\$2,092.00 - \$2,188.00	225%	75%
\$26,259.00 - \$29,175.00	\$2,189.00 - \$2,431.00	250%	80%
\$29,176.00 - \$32,093.00	\$2,432.00 - \$2,674.00	275%	85%
\$32,094.00 - \$33,843.00	\$2,675.00 - \$2,820.00	290%	90%
\$33,844.00 - OVER	\$2,821.00 - OVER	300%	100%

*For each additional family member subtract \$338.33 to Monthly Income

SSP/AGING PARTNERS REIMBURSEMENT RATE

PC	HMK
\$10.50	\$9.50

SSP/AGING PARTNERS SLIDING FEE SCALE

SEPTEMBER 1, 2013 THRU AUGUST 31, 2014

PC	\$19.00
HMK	\$17.00

ANNUAL INCOME	MONTHLY INCOME	PC	HMK
\$0.00 - \$11,670.00	\$0.00 - \$973.00	\$7.60	\$6.80
\$11,671.00 - \$14,588.00	\$974.00 - \$1,216.00	\$8.60	\$7.70
\$14,589.00 - \$16,338.00	\$1,217.00 - \$1,362.00	\$9.50	\$8.50
\$16,339.00 - \$17,505.00	\$1,363.00 - \$1,459.00	\$10.50	\$9.40
\$17,506.00 - \$20,423.00	\$1,460.00 - \$1,702.00	\$11.40	\$10.20
\$20,424.00 - \$23,340.00	\$1,703.00 - \$1,945.00	\$12.40	\$11.10
\$23,341.00 - \$25,091.00	\$1,946.00 - \$2,091.00	\$13.30	\$11.90
\$25,092.00 - \$26,258.00	\$2,092.00 - \$2,188.00	\$14.30	\$12.80
\$26,259.00 - \$29,175.00	\$2,189.00 - \$2,431.00	\$15.20	\$13.60
\$29,176.00 - \$32,093.00	\$2,432.00 - \$2,674.00	\$16.20	\$14.50
\$32,094.00 - \$33,843.00	\$2,675.00 - \$2,820.00	\$17.10	\$15.30
\$33,844.00 - OVER	\$2,821.00 - OVER	\$19.00	\$17.00

AGING PARTNERS REIMBURSEMENT RATE

*For each additional family member subtract \$338.33 to Monthly Income



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 4435 O Street Lincoln NE 68510	CONTACT NAME: Cynthia Reinsch	
	PHONE (A/C No. Ext): (402) 434-7200 FAX (A/C No.): (402) 434-7272 E-MAIL ADDRESS: creinsch@unicogroup.com	
INSURED First Care Home Health of Eastern Nebraska 3901 Normal Boulevard Suite 102 Lincoln NE 68506	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity	18058
	INSURER B: Guarantee Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15/16 All Lines REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK1307344	3/16/2015	3/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1307344	3/16/2015	3/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PHUB492956	3/16/2015	3/16/2016
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCP100433005GIC	2/12/2015	2/12/2016	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Lincoln is listed as an additional insured on the General Liability. Primary & Non-Contributory applies to the General Liability

CERTIFICATE HOLDER rwalla@lincoln.ne.gov City of Lincoln/Lancaster County Attn: Bob Walla 440 S. 8th Street, Ste 200 Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Edward Packard/ABORDE
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