

City of Upper Arlington, Ohio

**Division of Purchasing
3600 Tremont Rd
Upper Arlington, Ohio 43221.1595**

Request for Proposals

For

**Coordination of Services for the
STAY UA Program**

Proposal Opening Time:

January 25, 2012

Proposals will be received by the Division of Purchasing, City of Upper Arlington, 3600 Tremont Road, Upper Arlington, Ohio 43221 until 5:00 P.M. on January 25, 2012.

Coordination of Services for the STAY UA Program

Request for Proposals may be obtained from the Purchasing Division, City of Upper Arlington, 3600 Tremont Road, Upper Arlington, OH 43221.

The City of Upper Arlington reserves the right to reject any and all proposals, to waive any and all informalities, and to disregard all non-conforming, nonresponsive, or conditional proposals.

Each Proposer must insure that all employees and applications for employment are not discriminated against because of their race, creed, color, sex, religion, national origin, age, handicap status, or veteran status.

Barbara Podnar
Purchasing Administrator

Theodore Staton
City Manager

Columbus Dispatch
1-04-12

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2. Description of Services

The City of Upper Arlington conducted a pilot program known as STAY UA (Services to Age in Your Upper Arlington) in collaboration with InCare/National Church Residences funded by the Reverend John R. Glenn Foundation. The Pilot Program began in April 2009 and concluded in March 2010. In April 2010, through an RFP process a contract for services was awarded to InCare/NCR. The contract is due to expire in March 2012.

The goals of STAY UA:

- Assisting residents to remain safely in their homes for as long as possible
- Connect elderly and disabled residents with available in-home services.
- Educate City Staff on the special needs of elderly and disabled residents
- Enhance and integrate existing available community and in-home services
- Reduce costs for the City and its residents

The program was designed to test the viability of service coordination through first responders-Fire and EMS. A service coordinator receives referrals to the STAY UA program after emergency runs by Fire and EMS. However, referrals can be initiated by other sources including but not limited to other Upper Arlington residents, churches, the Senior Center, Police, Doctor's offices and family members. By involving a service coordinator shortly after emergency calls, the resident is most often receptive to interventions. Through this early involvement, the needs of the resident are discovered and matched with available community services. It has been stated that STAY UA is a proactive approach that bridges the gap between health care, social services and long-term care systems.

It is believed that STAY UA is one of the first formalized service coordination program associated with Fire and EMS. There has been interest in replicating the program expressed by various other fire departments in Ohio.

The City is searching for a qualified community provider or providers who will assist in the continuance of the services provided by the STAY UA program. While the City has been pleased with the results of the current STAY UA program, the City is open to considering alternative proposals that achieve the goals of the program but may differ in approach or service delivery.

3. Program Results

There have been 347 individuals referred to the STAY UA program since its inception in April 2009 through March 31, 2011. A total of 268 referrals were made by the Service Coordinator to community agencies/service providers.

Some examples of community agency/service provider groups include:

- Healthcare Services
- Mental Health Services
- Case Management
- Home Management
- Monitoring Services
- Transportation

4. Required Contract Terms

4.1 **APPLICABLE LAWS:** The Revised Code of the State of Ohio, the Charter of the City of Upper Arlington and all City ordinances and administrative rules insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof. Legal action to enforce this agreement shall only be brought in a court of competent jurisdiction in Franklin County, Ohio.

4.2 **INDEMNIFICATION BY PROVIDER:** To the fullest extent allowed by law, the Provider shall indemnify and hold harmless the City, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from the negligent performance of the contract, or any negligent act or omission, by Provider, its employees, agents, subcontractors or assigns. Provider's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the City, its agents or employees are legally entitled.

4.3 **NO INDEMNIFICATION BY CITY:** The City does not agree to indemnify or hold harmless the Provider, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from or arising under the contract.

4.4 **INSURANCE:** The Provider shall not commence work under this contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the City nor shall the Provider allow any subcontractors to commence work on this subcontract until all similar insurance required for coverage of the subcontractor has been so obtained and approved.

4.4.1 The Provider agrees to maintain Comprehensive General Liability and Comprehensive Automobile insurance covering all operations directly or indirectly incident to the work under this contract whether such operations are by the Provider or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance coverage shall be maintained in the types and amounts herein specified for all work sublet, either by furnishing endorsements of his/her own liability insurance coverage or by requiring the subcontractors concerned to furnish their own liability insurance of the types and in the amounts herein specified. Such Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance shall provide coverage against claims for damages for personal injury, including accidental death, and for property damage which may arise from any operations under this contract. Without limitation on the generality of the foregoing requirements, such insurance shall include coverage for claims arising from liability assumed by the Provider under this contract including third party beneficiary liability coverage.

4.4.2 The Provider shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his/her employees employed on the project, and, in case any work is sublet, the Provider shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Provider.

4.4.3 The limits of liability of the insurance required herein shall be not less than \$1,000,000 for each person; and \$1,000,000 each occurrence for Bodily Injury or Accidental Death; and \$500,000 each occurrence for Property Damage. To reach such limits of liability, excess liability or umbrella coverage, in at least these amounts, may be used.

4.4.4 Such insurance policies as Provider may carry to comply with these insurance requirements shall be endorsed to provide that the policies will not be changed or cancelled without twenty (20) days prior written notice to the City. Before execution of the contract the Provider shall provide an endorsement on its liability insurance policy except for workers' compensation insurance naming the City as an additional insured, along with a Certificate showing full compliance with these insurance requirements. If any part of this contract is sublet, the Provider is responsible for obtaining certificates of insurance establishing that the subcontractors have complied with the insurance requirements herein contained unless the Provider's insurance specifically covers the operations of his subcontractors. Copies of all insurance policies, endorsement thereto, and receipts for payments of premiums shall be deposited by the Provider with the Purchasing Administrator.

4.5 MUNICIPAL INCOME TAX: The Provider shall withhold all City income taxes due or payable under the provisions of the Income Tax ordinance for wages, salaries, and commissions paid to its employees pursuant to Chapter 201 of the Codified Ordinances of the City of Upper Arlington, Ohio. The Provider shall require its subcontractors to withhold any such City income taxes due for services performed under this Contract. The Provider will be required to sign a tax affidavit as required under section 5719.042 of the Ohio Revised Code.

4.6 FORCE MAJEURE: For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected.

A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible:

4.7 TERMINATION OF CONTRACT FOR CAUSE: If, through any cause, the Provider shall fail to fulfill in a timely manner and proper manner its obligations or if the Provider shall violate any of the covenants, agreements or stipulations of the contract, the City shall thereupon have the right to terminate the contract by giving written notice to the Provider of such termination and specifying the effective date of termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the Provider shall, at the option of the City, become its property, and the Provider shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Provider shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the contract by the Provider and the City may withhold any payments to the Provider for the purpose of set off until such time as the exact amount of damages due the City from the Provider is determined.

4.8 TERMINATION OF CONTRACT FOR CONVENIENCE: The City may terminate the contract at any time by giving written notice to the Provider of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. . The notice may be mailed, hand-delivered, or sent electronically. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the contract shall, at the option of the City, become its property. If the contract is terminated due to the fault of the successful Proposer, termination of contract for cause relative to termination shall apply. If the contract is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the contract, less payments of compensation previously made.

4.9 BACKGROUND CHECKS: The Provider shall furnish background checks on all employees, including the employees of subcontractors, who provide services under the contract.

5. Proposal Submission Procedures:

5.1 PROPOSAL SUBMISSION: Submission of proposals will be received at the City of Upper Arlington, 3600 Tremont Road, Upper Arlington, Ohio 43221, until 5:00 P.M. January 25, 2012. Any proposal received after the time and date specified will not be considered unless the Purchasing Administrator determines it is in the best interest of the City. The City will not be responsible for delays caused by the U.S. Postal Service or any other means of delivery employed by the Proposer. The proposals must be submitted in sealed envelopes addressed to the Purchasing Administrator of the City of Upper Arlington bearing on the outside the name and address of the Proposer.

5.1.1. Each Proposer must submit four (4) complete copies of the Proposer's entire proposal, containing original signatures, price entries and other required information and with all attachments and certificates required by the RFP documents.

5.1.2 Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior of the opening of proposals. No proposal may be modified or withdrawn for a period of ninety (90) calendar days thereafter unless the Purchasing Administrator determines it is in the best interest of the City.

5.2 QUESTIONS: Any matter concerning this RFP document that requires explanation or interpretation must be inquired upon and in writing by 5:00 P.M. January 16, 2012. All questions should be directed to Barbara Podnar, Purchasing Administrator, 3600 Tremont Rd, Upper Arlington, OH 43221, email: bpodnarc@uaoh.net. Any and all questions will be responded to in the form of written addenda.

5.3 CHANGES AND ADDENDA TO RFP DOCUMENTS: Each change or addenda issued in relation to this RFP document will be on file in the Office of the Division of Purchasing no less than two (2) working days prior to the scheduled proposal opening date. In addition, to the extent possible, copies will be mailed or sent electronically to each person registered as

having received a set of the RFP documents. It is the Proposer's responsibility to check for addenda.

5.4 EXECUTION OF DOCUMENTS: Proposals by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such proposal) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each corporate Proposer must also submit evidence of good standing in the Proposer's state of incorporation and that the Proposer is qualified to conduct business in the State of Ohio. If the Proposer is not qualified to conduct business in the State of Ohio, the Proposer must represent and warrant to the City that such Proposer will take all necessary steps to qualify to conduct business in Ohio if the Proposer is the successful Proposer. The failure of the Proposer to submit within fourteen (14) days of Notice of Award evidence of its qualification to conduct business within the State of Ohio shall terminate the contract award unless the Purchasing Administrator determines it is in the best interest of the City.

5.4.1 Partnership documents must be executed in the partnership name and signed by partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the proposal must accompany the proposal. The official address of the partnership must be shown below the signature.

5.5 QUALIFICATIONS: Each Proposer shall submit a Qualification Statement stating in detail the experience of the Proposer in performing work similar to the services being proposed. The Qualification Statement shall include but not be limited to the following:

- 1) List of management employees along with their educational and professional experiences
- 2) List of employees whose role would be that of service coordinator along with their educational and professional experiences
- 3) List of references for which Proposer has performed similar services.

The City reserves the right to request additional information with respect to the qualifications and financial condition of the Proposers, their subcontractors or personnel, which must be provided to the City in writing within five (5) days of any such request.

5.6 FINANCIAL STATEMENT: All Proposers shall supply and furnish with the proposal a financial statement, showing the net worth of the Proposer for the previous two (2) years. The City reserves the right to request additional financial information and reserves the right to reject the RFP responses based on the financial status.

5.7 CITY WILL NOT INDEMNIFY PROVIDER: The City is not legally authorized to indemnify the Provider nor hold the Provider harmless for claims, damages, losses and expenses, including reasonable attorney fees, resulting or arising from the contract. Therefore, the City Attorney will not approve to form any contract requiring the City to indemnify the Provider. Proposers should not include, and should delete from their standard terms and conditions, any language that purports to require the City to indemnify the Proposer. Failure to comply with this requirement may negatively impact consideration of the Proposer's proposal.

5.8 PROPOSAL INFORMATION IS PUBLIC: All documents submitted with any proposal may become public documents and shall be subject to Ohio Revised Code Section 149.43, which

is otherwise known as the "Ohio Public Records Law". By submitting any document to the City of Upper Arlington in connection with a proposal, the Proposer waives any claim against the City of Upper Arlington and any of its officers and employees relating to the release of any document or information submitted. Furthermore, the Proposer agrees to hold the City of Upper Arlington and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Upper Arlington arising from any proposal opportunity.

5.9 LENGTH OF CONTRACT: The City anticipates entering into an initial contract for a period of two (2) years with the City having the option for two (2) one-year renewal periods. However, the proposal should also provide the City the alternative to enter into a contract for a period of one (1) year with the City having the option for three (3) one-year renewal periods. The City anticipates service commencing April 1, 2012.

5.10 AWARD OF CONTRACT: The City intends to award a contract within a period of ninety (90) days from the submission due date. However, the City reserves the right to reject any and all proposals, to waive technicalities and to request new proposals on the required services.

5.10.1 The successful Proposer will be required to execute a written contract with the City of Upper Arlington, Ohio within ten (10) days after receiving such contract for execution.

5.10.1 The proposal should include any proposed contractual terms that the Proposer intends to request the City to include in the contract. Such terms and conditions should not conflict with the Required Contract Terms in Section 4. If the proposed contractual terms conflict with the Required Contract Terms, the City may reject the proposal. The City reserves the right, but not the obligation, to negotiate additional terms with the successful Proposer.

5.10.2 The City's notification of the award of contract does not constitute the written contract and shall not create any legal obligation on behalf of the City to enter into a contract. No binding contract shall be valid and enforceable against the City unless it has been signed by the City Manager on behalf of the City, contains the proper certificate by the Finance Director that funds are available, and contains the approval of the City Attorney as to the form and legality of the contract.

6. Scope of project:

6.1 SCOPE OF PROJECT: The City is searching for a qualified community provider for the continuance of the STAY UA program. In order for the STAY UA Program to be sustainable, the City recognizes that "Self Referrals" are necessary. The City does however express that the resident shall be given multiple choices of providers and that the resident has freedom of choice. The selected provider will need to demonstrate a willingness to work with the City by providing detailed reports evaluating effectiveness and measuring outcomes of service among other responsibilities. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City and its residents. Those criteria are set forth in this document. The City will review all proposals received and utilize its best judgment when determining whether to schedule meetings or interviews with providers, after receipt of all proposals.

Proposals should address the following requirements and include a detailed outline on how services will be provided: In addition, top candidates will be required to give an oral presentation regarding their program to a panel of interviewees. Top candidates will be contacted in early February to schedule presentations.

- History and demonstrated stability of the organization.
- The organization's experience in service coordination related to older adults and those with disabilities.
- Staffing approach, compensation, and administrative support for employing the service coordinator with availability of 24 hours a day consultation.
 - Proposals which do not require funding from the City of Upper Arlington will be considered most favorably
 - The City's involvement in the selection of the employee who will occupy the service coordinator position is desirable. However, the City's involvement shall not create an employment relationship with the City.
- Program team, their roles and their experiences.
- Plan for insuring that residents have freedom of choice in all matters related to the program.
- Protocol regarding adherence to HIPAA and all regulatory standards associated with health care and social service programs.
- Strategies for evaluating effectiveness and measuring outcomes of services.
- Plan for involving a full range of community providers in the on-going referral process.
- Statement of organization's experience in working with/reporting to an advisory board and/or working within a governmental framework.
- Provider must have sufficient local staff to provide the required services.
- Main office within 50 miles of Upper Arlington is preferred.
- If you represent a consortium of providers, include a detailed operation protocol with your proposal.
- Provide a plan of your procedure for self and across network referrals and how it will be documented and reported to the City Manager or designated representative. The City maintains the right to evaluate all Self Referrals.
- Provide a detailed plan for an Emergency Response Team when contacted at a moment's notice.
- No proposal will be accepted that includes a fee for service coordination with resident (this includes a surcharge).
- Describe the process for conducting background checks for all employees and subcontractors.