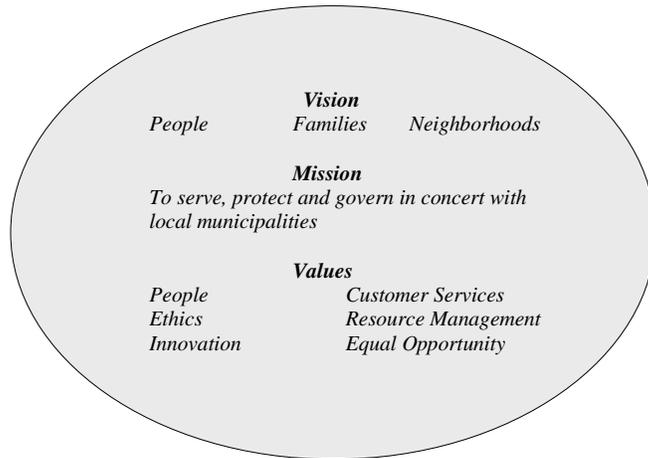




FULTON COUNTY



REQUEST FOR PROPOSAL NO. 15RFP97857A-CJC

Office of Aging In-Home Services

For

Housing and Human Services

RFP ISSUANCE DATE: Thursday, June 24, 2015

RFP DUE DATE AND TIME: Thursday, July 30, 2015 at 11:00a.m.

PRE-PROPOSAL CONFERENCE DATE: Thursday, July 16, 2015 at 10:00a.m.

PURCHASING CONTACT: Charlie Crockett at (612) 5807

E-MAIL: charlie.crockett@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia (“County”) is requesting proposals for the provision of In-Home Services for the Aging and Youth Services Department, Office of Aging. The objective of this procurement is to obtain the services of a qualified provider(s) to deliver homemaker, personal care, and respite services in the home of the service recipients, and in compliance with the State of Georgia Department of Human Services (DHS) Service Requirements. These requirements are found in the Home and Community Based Services Manual, Sections 208, 306, 308, and 310, which are provided in this RFP as Appendix A, B, C, and D. The successful offeror(s) will be required to maintain compliance with these regulations throughout the term of the contract. Any changes in the regulations may be found through the following website:

<http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

Additionally, proposers must indicate that they have the ability to accept new clients and provide up to 6 hours of Homemaker services within 30 days of hospital discharge.

Through the issuance of this Request for Proposals (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the Office of Aging In-Home Services.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Office of Aging In-Home Services to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 METHOD OF SOURCE SELECTION: This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services.

1.3 BACKGROUND

Over the past several years the growth of the 60+ population has been documented by studies of population trends and media outlets. As the “baby boom” population enters the 60+ population and the growth of younger generations slows, the ratio of caregiver to senior is deducing and there are fewer young people to support the aging population. It is evident that this never before seen shift in the population is causing stress on the generation known as the sandwich generation, those that are caring for growing children and aging parents at the same time. The shift is creating a reduction in the number of caregivers per aging adult, and leaving many older adults to care for themselves. The objective of the services to be provided by this procurement is to enable those older adults to age at home as long as possible and to relieve some of the stress of caregivers, so they are able to remain in the work force, conduct required business and ensure that their loved ones are well cared for.

The Fulton County Office of Aging has been the designated County Based Agency for the planning and coordination of Older Americans Act services in Fulton County since 1991, including the provision of in-home services. The Office of Aging provides a continuum of care that includes services in group settings and supportive services for individuals. Group settings include 4 senior multipurpose facilities, 15 neighborhood senior centers, and four adult day programs. Individual services include information and assistance, case management, home delivered meals, in-home services (homemaker, personal care, and respite), minor home repair, volunteer services, and non-emergency transportation. The purpose of this solicitation is to identify provider(s) of in-home services. The County has determined the best way to provide these services are to contract with qualified vendors that are licensed to provide such services. This solicitation intends to identify one or more vendors with the capacity to serve the entire County. If multiple vendors are identified, clients will be assigned to vendors on a rotation basis or at the request of a client. Case Managers may recommend a transfer to another vendor, if service provision is not satisfactory.

In addition to on-going service provision, selected vendors must have the ability to accept clients through the Care Transitions Program. This program is intended to provide specific services to clients immediately upon their release from hospitalization for specific conditions and a specific period of time. Selected vendors must have the ability to respond quickly to assignments through the Care Transitions program and be able to provide up to 6 hours of homemaker service within 30 days of discharge from the hospital.

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- Service Provision meets the requirements and Standards referenced in Section 1.1.
- Service Provision meets the requirements of the individual care plans as determined by Case Managers.
- A service schedule is established for each client and service is provided according to the schedule at least 90% of the time (Client initiated changes in schedule will be excepted.).
- Ninety percent (90%) of clients rate services as “Good” or better in annual customer service surveys conducted by the Office of Aging.

1.5 OBTAINING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under “Bid Opportunities”.

1.6 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County’s website, <http://www.fultoncountyga.gov> under “Subcontracting Bid Opportunities”.

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, July 16, 2015 at 10:00 A.M.**, in the Bid Conference Room of The Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Proposers are encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: rholland.stanberry@fultoncountyga.gov.

1.8 PROPOSAL DUE DATE

All proposals are due in The Department of Purchasing of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Thursday, July 30, 2015 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Charlie Crockett, Assistant Purchasing Agent, 130 Peachtree Street, SW, Suite 1168, Atlanta, GA 30303, 404-612-5807, Fax number 404-893-1737, www.charlie.crockett@fultoncountyga.gov. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity or individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to this RFP.

Request for Proposal (RFP) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Subcontractor/sub-consultant – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be

submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, July 24, 2015 at 2:00p.m.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing & Contract Compliance
Attn: Charlie Crockett, CPPB, APA
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: charlie.crockett@fultoncountyga.gov
P: (404) 612- 5807 F: (404) 893-1737

RE: 15RFP97857A-CJC, Office of Aging In-Home Services

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on January 1, 2016, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2016. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. If approved by the County Board of Commissioners, the Fourth Renewal Term shall begin on the 1st day of January, 2020 and shall end no later than the 31st day of December, 2020. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the part of either party.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2.6 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be considered as sufficient for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code Section 102-448 which is incorporated by reference herein.

2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.12 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A

written addendum, if necessary, then will be made available to each recipient of this RFP.

2.13 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and shall only contact the person designated by the RFP.

2.14 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.15 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by

the Proposer.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.

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- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.
 - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.17 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.18 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may be required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.20 REPORTING RESPONSIBILITIES

The successful Proposer(s) will report directly to the Kenn Vanhooose, Program Manager, Office of Aging, or designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary

evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.23 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.24 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.25 NON-COLLUSION

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

2.26 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.27 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

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7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Thursday, July 23, 2015 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #15RFP97859A-CJC
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP
RFP #15RFP97859A-CJC, In-Home Aging Services
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

The Fulton County Office of Aging manages the provision of In-home services for senior residents of Fulton County. The following outlines a description of services, service delivery standards required for the provision of services, and service recipients.

All services are to be provided in the home of the service recipient in compliance with the State of Georgia Department of Human Services (DHS) Service Requirements. These requirements are found in the Home and Community Based Services Manual, Sections 208, 306, 308, and 310. Below is a link to the index of service requirements. The successful proposer (s) must read the service requirements and agree to implement services in compliance with the standards.

<http://odis.dhs.ga.gov/ChooseCategory.aspx?cid=817>

This solicitation is intended to identify a group of qualified service providers. Clients will be assigned to vendors on the list on a rotation basis or at the preference of the client. Clients may be reassigned based on client complaints at the discretion of the County. Excessive client complaints may result in the removal of the service provider (either temporary or permanent) from the rotation.

In-home assessments and care plans will be conducted by agencies under contract for Care Management services. The successful proposer (s) will be required to communicate with the Care Management services agencies through a system to be developed by the County. The successful proposer (s) will also be required to participate in regularly scheduled case review meetings with the Care Management services agencies.

State Licensure

Providers of in-home services must demonstrate compliance with all applicable licensure requirements for private home care providers under the Rules and Regulations of the State of Georgia as found at §290-5-54. (Note: entities providing **ONLY** homemaker services are not subject to licensure.) Specific provisions include, but are not limited to:

- (a) Each private home care provider shall have a governing body empowered and responsible to determine organizational policies and procedures and to assure compliance with rules, regulations, policies and procedures.
- (b) The Georgia Department of Human Services may issue a provisional license:
 - (1) To allow a newly established provider a reasonable, but limited, time to demonstrate that its operational procedures comply with applicable rules; or
 - (2) To allow an existing provider a reasonable length of time to comply with these rules and regulations based on an acceptable plan of improvement.
- (c) The provider's administrator and its employees must be qualified, as defined in Georgia rules and regulations, to direct or work in the program.
- (d) Each separate office location of a provider must obtain separate licensure.
- (e) The provider shall display the license in a prominent and appropriate location at the licensed location;
- (f) The provider may not transfer any license issued under Georgia rules and regulations and must surrender the license to the Department in cases of changes of name, location, ownership or governing body, or if suspended,

revoked, or limited. The provider shall notify the Department and the Area Agency 15 days in advance of any change in location.

(g) Exemptions to licensure include, but are not limited to:

- (1) When services are provided directly by an individual, either with or without compensation, and not by agents or employees of the individual; not through independent contractors or referral arrangements made by an individual who has ownership or financial interest in the delivery of those services by others who would deliver services.
- (2) When services are provided by the temporary placement of professionals and paraprofessionals to perform those services in places other than a person's residence;
- (3) When services are provided by home health agencies, which are licensed under state law;
- (4) When services are provided in a personal care home by staff of the home.
- (5) When the services provided are homemaking or housekeeping only in nature and not an integral component of a personal care or companion/supervisory service.

Mandatory Reporting of Suspected Abuse, Neglect or Exploitation

All staff of in-home service provider agencies involved in the direct care of clients in their homes, or supervision of direct care workers, are mandated reporters according to state law and shall be familiar with and be able to recognize situations of possible abuse, neglect or exploitation or likelihood of serious physical harm to persons receiving services. Providers shall develop procedures for reporting suspected abuse, neglect or exploitation to the appropriate law enforcement agency prosecuting attorney, or county department of family and children services.

Service Provision

Specific In-home services to be provided by the successful bidder include:

1. Homemaker Services

Service activities may include planned and routine provision of:

(a) Housekeeping and home management activities:

- (1) Cleaning, including vacuuming, sweeping, mopping; cleaning bathroom fixtures; dusting; washing inside windows and cleaning blinds on windows if no climbing is required;

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- (2) Laundry, including folding and storing clothing and linens;
 - (3) Ironing and mending clothes and linens;
 - (4) Washing, drying, and storing dishes and utensils;
 - (5) Bagging and placing garbage in collection containers;
 - (6) Making beds and changing linens (only while client is out of bed);
 - (7) Shopping for household essentials, including assisting clients with economical purchasing, consistent with their budgets;
 - (8) Assisting client in organizing household routines;
 - (9) Performing necessary reading and writing tasks, if requested and indicated by client's inability to read due to physical/visual impairment or other inability to read and write and for the purposes of assisting with the activities of daily living;
 - (10) Performing essential errands (obtaining food stamps, picking up prescriptions, posting mail, etc.);

(b) Meal preparation:

- (1) Assisting in planning meals/menus that are appropriate for the older person's needs and are consistent with the Dietary Guidelines for Americans;
- (2) Preparing and serving meals; and
- (3) Using sanitary practices for handling, preparing and storing food.

(c) Escort assistance: Accompanying a client on trips to obtain health care services and other necessary items and services. (Also see §306.7(b) (9), regarding transporting clients)

(d) Client education: Instructing clients in ways to become self-sufficient in performing household tasks, when appropriate and beneficial.

2. Personal Care Services

Service activities may include planned and routine provision of:

(a) Assistance with activities related to the care of the client's physical health, such as:

- (1) Dressing and undressing;
- (2) Bathing;
- (3) Shaving;
- (4) Dental care and oral hygiene;
- (5) Grooming, including taking care of routine hair and skin needs;
- (6) Toileting, including assistance with continence care;

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- (7) Self-administration of medication and/ or use of health maintenance equipment;
 - (8) Transferring, including moving in and out of bed;
 - (9) Mobility in and around the home and range of motion exercises; and
 - (10) Eating.

(b) Service activities reported as personal care **do not** include:

- (1) Pet grooming/care;
- (2) Home repair;
- (3) Moving heavy objects or furnishings;
- (4) Physical, speech or occupational therapies;
- (5) Medical nutrition therapies;
- (6) Medical social services;
- (7) Home health aide services provided by a home health agency;
- (8) Skilled nursing services;
- (9) Meal preparation;
- (10) Housekeeping tasks;
- (11) Household maintenance activities, such as snow removal, hauling firewood, changing storm windows and screens, and yard work;
- (12) Personal finances and mail, including paying bills and writing checks;
- (13) Shopping;
- (14) Performing personal care or other tasks for members of the household other than the client;
- (15) Providing friendly visiting only;
- (16) Performing tasks not assigned by the supervisor or case manager and reflected in the care plan

3. Respite Services

Service activities may include planned and routine provision of:

(a) Respite care activities are planned with input from the caregiver, (and the care receiver, if appropriate), based upon an assessment of both of their needs and the degree of physical and/or cognitive impairment of the care receiver. Service activities are grouped into three levels, according to the skill required of the respite care worker to perform the activity.

- (1) Level 1: Helping the care receiver with activities which require no special qualifications/ training, such as providing companionship, supervision, light housekeeping, social or leisure activities, or simple meal preparation (cooking or reheating).

(2) Level 2: Helping with activities of daily living for which special qualifications/ training is required, but for which a licensed health practitioner is not required, including personal care, lifting, turning, transferring, providing reminders for and assistance with self-administration of medications.

(b) Service activities performed by in-home respite care workers do not include:

- (1) Pet grooming/pet care;
- (2) Home maintenance and repair, including changing storm windows;
- (3) Moving heavy objects or furnishings; lawn care, gardening, raking or snow removal;
- (4) Physical, speech or occupational therapies, unless performed by qualified, license health care professionals;
- (5) Medical social services;
- (6) Home health aide services provided by a home health agency;
- (7) Assisting with personal finances and mail, including paying bills and writing checks;
- (8) Performing tasks not assigned by the supervisor or case manager and reflected in the care plan.

Service Outcomes

This service's intended outcomes are to maintain/ improve quality of life, and for the prevention of unnecessary out of home placement. Additional outcomes include the maintenance/ improvement of the following: personal hygiene, safety, and environmental cleanliness

Service providers shall ensure that their services achieve the following:

(1) Service Provision meets the requirements and Standards referenced in Section 1.1.

Measured through monitoring visits by the Office of Aging Program Evaluation Team. Service provision is either compliant or non-compliant with Standards as outlined in the HCBS Manual.

(2) Service Provision meets the requirements of the individual care plans as determined by Case Managers.

Measured by the Program Evaluation Team by comparing a random sampling of Care Plans to actual service provision.

(3) A service schedule is established for each client and service is provided according to the schedule at least 90% of the time (Client initiated changes in schedule will be excepted.).

Measured by the Program Evaluation Team by comparing a random sampling of scheduled visits to time sheets or electronic records of actual service provision; and results of Customer Satisfaction Surveys.

(4) Ninety percent (90%) of clients rate services as “Good” or better in annual customer service surveys conducted by the Office of Aging.

Measured by the Program Evaluation Team through Customer Satisfaction Surveys.

Supervisory/Monitoring Visits

Appropriate supervisory staff shall make visits to each client’s residence, in accordance with time frames established by state licensure requirements or other DAS requirements, starting from the date of initial assessment, or as the level of care requires, to ensure that the client’s (and/ or caregiver’s if present) needs are met. The visit shall include an assessment of the client’s general condition; vital signs, if applicable to the service being provided; a review of progress toward goal attainment; any problems noted; and the client’s/caregiver’s satisfaction with services. Supervisors also shall observe and note the appropriateness of the level of services being provided.

Emergency contact

Clients will furnish to the provider information on an emergency contact person, which the agency will maintain in its client record. If no emergency contact person is identified, the provider shall list the local law enforcement agency as the contact. The emergency contact person and phone number(s) shall be verified and updated at the time of each reassessment.

Staffing

Providers of in-home services shall have sufficient numbers of qualified staff, as required by the Georgia Department of Human Services rules and regulations, and/ or the Division of Aging Services requirements, to provide services specified in the service agreements with clients.

Orientation and Training Requirements

The successful provider agency shall provide services with personnel who possess the qualifications and competencies to perform requested and agreed upon services of the client or family. The agency maintains documentation that an individual is able to perform assigned duties.

The agency provides “core” training prior to assigning aides to work. Training to be completed within the first year of employment should consist, but is not limited to the following topics:

- Agency policies and procedures;
- The philosophy and values of community integration and consumer-driven care;
- Recognizing/ reporting of suspected abuse, neglect, exploitation;

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- Recognizing changes in the client's health condition indicating the need for emergency procedures or health services;
 - The agency's code of ethics and employee conduct;
 - Client rights and responsibilities;
 - The agency's complaint handling process;
 - Recognizing/ reporting client progress and problems to supervisory staff;
 - The employee's obligation to inform the employer of known exposure to tuberculosis, hepatitis, or any other communicable disease.

The agency requires at least 8 hours of in-service or additional training annually in order to improve each employee's ability to meet the needs of the client/ caregiver and support the accomplishment of service outcomes.

Additional training topics include at a minimum the following:

- Basic communication skills (1 hour)
- Family relationships (1 hour)
- Aging process (1 hour)
- Working with adults; understanding impairments in ADL/IADL (1 hour)
- Cognitive impairments (1 hour)
- Nutrition (4 hours)
- Cleaning and care tasks in the home. (3 hours)
- The provider instructs each worker on procedures to obtain emergency healthcare assistance.

Staff responsible for directing training needs to ensure that each staff person meets minimum qualifications.

Administrative Requirements

- (a) The providers shall establish and implement written policies and procedures that define the scope of in-home services it offers and the type of clients it serves.
- (b) Provider agencies shall maintain accurate administrative, fiscal, personnel, and client case records that shall be accessible and available to authorized representatives of the Area Agency on Aging, the Division of Aging Services, the Department of Human Resources, and others as required by law.
- (c) Service agreements. No provider shall offer to contract for or provide a client any in-home service that it cannot reasonably expect to deliver.
 - 1) Each provider shall develop and implement policies and procedures for service agreements. All services provided to a client shall be based on a written service agreement entered into with the client or the client's responsible party. The agreement shall include:

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- i. The date the provider makes initial contact with the client for services;
 - ii. The date of referral;
 - iii. Description of services/ activities needed, as stated by the client or responsible party;
 - iv. A description of the services to be provided; and expected days, times frequency and duration of visits;
 - v. Information regarding the client's/ family's opportunity to contribute voluntarily toward the cost of services;
 - vi. The client's acknowledgement of receipt of "Client's Rights and Responsibilities" written notification. (See Appendix A for listing of rights and responsibilities);
 - vii. A telephone number for the provider which the client can call for information, questions, or complaints about the services supplied by the provider and information regarding supervision by the agency of the services to be provided;
 - viii. The telephone number of the state licensing authority (DCH Healthcare Facility Regulation Division) for information and filing of complaints which have not been resolved satisfactorily at the local level, for those agencies providing services subject to state licensure; or the number of the Area Agency on Aging and Division of Aging Services, if not subject to licensure;
 - ix. Signatures of the provider's representative and the client or responsible party and date signed; or in the case of refusal to sign, such refusal shall be noted on the agreement with an explanation from the provider's representative.
 - x. Providers shall complete service agreements for new clients *not later than the second visit to the client's residence to provide services, or not later than seven calendar days after services initially are provided in the residence, whichever date is earlier.* If unable to complete the service agreement for good cause, the provider will document the reasons in the client record. Subsequent revisions to the initial service agreement may be indicated by the provider noting in the client record the specific changes in services(e.g. addition, reduction or deletion of services, changes in duration, frequency or scheduling; changes in charges for service, etc..) that will occur, documentation that changes were discussed with and agreed to by client/responsible party, who signed the initial agreement prior to the be indicated by the provider noting in the client record the specific changes in service (e.g. addition, reduction or deletion changes occurring).

- (d) The client has the right to cancel any service agreement prior to notifying the provider of cancellation. The provider may assess a

reasonable charge for travel and staff time if notice of cancellation is not provided in time to cancel a previously scheduled home visit for service delivery.

- (e) The provider agency shall furnish adequate identification (ID) to employees who provide in-home services or who have direct contact with clients/caregivers.
 - 1. Each employee shall carry the ID and either wear it on his/her person or present it to the client/caregiver upon request.
 - 2. An adequate ID is one that is made of permanent materials and which shows the provider agency name, the employee's name, title, and photograph.
 - 3. The provider shall issue the ID at the time of employment and shall require the return of ID from each employee upon termination of employment
- (f) The agency shall ensure that no in-home services worker is a member of the immediate family of the client/ caregiver being served by that worker.
- (g) Each provider agency shall establish and enforce a code of ethics which is distributed to all employees and clients/families. The code shall provide for workers' use of bathroom facilities, and with the client's consent, allow workers to eat lunch or snacks, provided by the workers, in the client's home. The code of ethics shall include, at a minimum, prohibitions regarding:
 - 1. Consumption of clients' food or drink, except for water.
 - 2. Use of clients' telephones for personal calls.
 - 3. Discussion of one's own or others' personal problems, religious or political beliefs with the client.
 - 4. Bringing other persons, including children, not involved in providing care to the clients' homes.
 - 5. Solicitation or acceptance of tips, gifts, or loans in the form of money or goods for personal gain from clients/caregivers.
 - 6. Consumption of alcoholic beverages, or use of medicines or drugs for any purpose, other than as ordered or prescribed for medical treatment, in the clients' homes or prior to being present in the home to provide services.
 - 7. Smoking in clients' homes.
 - 8. Breach of the clients'/caregivers' privacy or confidentiality of information and records.
 - 9. Purchase of any item from the client/caregiver, even at fair market value.
 - 10. Assuming control of the financial or personal affairs, or both, of the client or his/her estate, including accepting power of attorney or guardianship.
 - 11. Taking anything from the client's home.
 - 12. Committing any act of abuse, neglect or exploitation.

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- (h) Agency Administrator. The governing body shall appoint an administrator who shall have full authority and responsibility for the operation of the provider organization and who meets the minimum qualifications of the Rules and Regulations of the State of Georgia, §290.5.54.-09(3). In addition to the minimum qualifications set by state rules, the administrator shall, by virtue of education, training and/ or experience, demonstrate the ability to manage the aging program services.
- (i) Record keeping
- 1) Client records. Providers shall maintain separate files containing all written records pertaining to the services provided for each client served, including, at a minimum, the following:
 - i. Assessment and reassessment documentation, gathered through the use of instruments or inventories specified or approved by the Division of Aging Services;
 - ii. Identifying information including the name, address, telephone number of the client/ responsible party, if applicable;
 - iii. Current service agreement;
 - iv. Current service plan;
 - v. Documentation of tasks performed by homemaker, personal care or respite care staff.
 - vi. Documentation of findings of home supervisory visits unless reflected in the service plan.
 - vii. Any material reports from or about the client that relate to the care being provided, including items such as progress notes and problems reported by employees of the provider agency; communications with personal physicians or other health care providers; communications with family members or responsible parties, and the like.
 - viii. The names, addresses and telephone numbers of the client's personal physicians, if any, if applicable to the service being provided;
 - ix. The date of the referral.
 - x. Any and all additional information requested or required by the Division.
 - 2) Retention and confidentiality of client records.
 - i. Providers shall establish and implement written policies and procedures for the maintenance and security of client records, specifying who shall supervise the maintenance of records; who shall have custody of records; to which records may be released and for what purposes.

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- ii. At a minimum, providers shall retain client records for five years from the date of the last service provided.
 - iii. Providers shall maintain the confidentiality of client records.
 - iv. Employees of the provider shall not disclose or knowingly permit the disclosure of any information in a client record except to appropriate provider staff, the client, the responsible party (if applicable), the client's physician or other health care provider, the Department of Human Services, the Division of Aging Services, other individuals authorized by the client in writing, or by subpoena.
- 3) Personnel records
- Providers shall maintain separate written records for each employee, including the following:
- i. Identifying information: name, address, telephone number, emergency contact person(s);
 - ii. Employment history for previous five years or complete history if the person has not been employed for five years;
 - iii. Documentation of qualifications;
 - iv. Documentation of a satisfactory tuberculosis screening test upon employment and annually thereafter;
 - v. Date of employment;
 - vi. Individual job descriptions or statements of persons' duties and responsibilities;
 - vii. Documentation of completion of orientation and training requirements.
 - viii. Documentation of an annual performance evaluation, at a minimum; and
 - ix. If the agency requires employees to be bonded, documentation of bonding, if employee performs homemaker functions which permits limited or unlimited access to the client's personal funds. If coverage is provided through a general liability policy, the provider need not maintain documentation separately in each personnel file.
- 4) Reports of complaints and incidents
- Providers shall maintain:
- i. Files of all documentation of complaints submitted in accordance with Rules and Regulations of the State of Georgia;
 - ii. All incident reports or reports of unusual occurrences (falls, accidents, etc.) that affect the health, safety and welfare of the clients, for a minimum of five years;
 - iii. Documentation of action taken by the provider to resolve clients' complaints and to address any incident reports or unusual occurrences.

Provider Quality Assurance and Program Evaluation

- (a) Providers of in-home services shall develop and implement an annual plan to evaluate and improve the effectiveness of program operations and services to ensure continuous improvement in service delivery. The provider shall include direct care workers and supervisory staff in the evaluation process and in the development of improvement goals and strategies.
- (b) The process shall include, but not be limited to:
 - i. A review of the existing program's operations.
 - ii. Satisfaction survey results from participants and their caregivers (when involved), and job satisfaction survey results from staff.
 - iii. Program modifications made that responded to changing needs of participants and staff.
 - iv. Proposed program and administrative improvements.
 - v. The agency shall prepare and submit annually to the Fulton County Office of Aging a written report, which summarizes evaluation findings, improvement goals and implementation plan. The report shall be submitted no later than the end of the second quarter of the new fiscal year (June 30.)

Fiscal Management

Contractors providing in-home services shall practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting. Area Agencies and contractors will use the Division's Uniform Cost Methodology on an annual basis to analyze, evaluate and manage the costs of the program.

Quality Assurance and Compliance Monitoring

The Area Agency on Aging (the Atlanta Regional Commission), the Georgia Human Services Department, Division of Aging Services, and the Fulton County Office of Aging periodically will monitor and evaluate in-home service program performance to determine the degree to which defined program outcomes and objectives, and individual client outcomes, have been or are being accomplished. The Area Agency shall monitor for compliance with these and any other requirements not reviewed by any other entity and evaluate contract agency performance on at least an annual basis, also taking into account the provider's self-evaluation findings and program improvement plans (Ref: §208.13).

The Fulton County Office of Aging shall measure acceptable Service Outcomes on the following basis.

- (a) Service Provision meets the requirements Scope of Work section of the agreement and Standards referenced in Section 1.1.
- (b) Service Provision meets the requirements of the individual care plans as determined by Case Managers.

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- (c) A service schedule is established for each client and service is provided according to the schedule at least 90% of the time (Client initiated changes in schedule will be accepted.).
 - (d) Eighty-five percent (90%) of clients rate services as “Good” or better in annual customer service surveys conducted by the Office of Aging.

The Fulton County Office of Aging shall provide written feedback to contractors on the findings as well as any technical assistance necessary for continuous quality improvement.

Reporting

The successful proposer must report activities monthly in a format to be provided by the County. The County is willing to adapt reporting formats, if the successful vendor has an automated system in place and the reports are acceptable to the County.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer’s knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the project’s goals and objectives and demonstrated understanding of the project’s potential problems and concerns.

Section 2 – Project Plan

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

-
2. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. Use the following heading as sections of the Project Plan.

State Licensure – Proposing agencies must indicate that they are properly licensed to provide the proposed services within the State of Georgia, and include a copy of said license.

Mandatory Reporting of Suspected Abuse, Neglect or Exploitation – Proposing agencies must acknowledge their obligation of it relates to Mandatory Reporting of Suspected Abuse, Neglect or Exploitation.

Service Provision

- i. Proposing agencies must indicate that they have read the Service Provision Requirements (Appendix A, B, C, and D) and have the capacity to provide services, as outlined. Additionally, proposing agencies must acknowledge that they will adjust service provision to address changes in the State Requirements.
- ii. Include scheduling methodology and the agency’s plan to provide service delivery as scheduled.
- iii. Include an assurance that the agency has the ability to accept and provide services for the Care Transitions program, as described in the previous section.

Service Outcomes – Provide the agency’s plan to accomplish Service Outcomes, as stated in Section 3.3.

Supervisory/Monitoring Visits – Include Supervisory/Monitoring Visit scheduling methodology and the agency’s plan to document visits.

Emergency contact – Provide the agency’s documentation and retention methods for Emergency Contacts.

Staffing – Describe the agency’s recruitment method and retention plan.

Orientation and Training Requirements – Describe the agency’s orientation and training plan.

Administrative Requirements – Describe the agency’s plan to meet Administrative Requirements.

Provider Quality Assurance and Program Evaluation – Describe the agency’s Quality Assurance and Program Evaluation plan.

Fiscal Management – Describe the agency’s fiscal management plan.

Quality Assurance and Compliance Monitoring – Provide the name and contact information of the staff that would be interfacing with the State, ARC, and the Office of Aging as it relates to program monitoring.

Reporting – Provide the name and contact information of the staff that will be interfacing with the Office of Aging, as it relates to programmatic and financial reporting. Acknowledge that the agency will use reporting formats provided by the County or include samples of existing reporting formats currently used by the agency.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. Identify key personnel that will be working with the project. Include Name, position, contact information and their role relating to the project.
2. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
3. All proposed key personnel must have at least a minimum of three (3) years work experience in the State of Georgia related to the provision of in-home services.
4. The Project Manager must have a minimum of five (5) years of experience in the provision of in-home services in the State of Georgia.
5. Each resume should be no more than two (2) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience
 - Include two (2) references for each key personnel member on similar projects.

Section 4 – Relevant Project Experience

Identify three (3) projects where the Proposer has performed in-home services with entities comparable to Fulton County within the past five (5) years. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- References, including a contact name, address and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

Section 5 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel

- (1) Percentage of time key personnel will spend on this project.
- (2) Current workload of key personnel.

Section 7- Past Performance on Previous Contract

Provide three (3) references with a contact name, address, phone number and email address where the Proposer has performed in-home services with entities comparable to Fulton County within the past five (5) years

Section 8- Local Preference

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference

points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
- Copy of a lease or rental agreement, or;
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

Section 9 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm’s business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The

Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

Section 10 – Cost

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

Each successive cost **X** ***Points allocated for cost in RFP = Cost proposal score***

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

Pricing Form

Please provide hourly rates for each service in the following categories:

- Single home visits of up to 2.5 total hours
- Single home visits of 3 or more hours

Hourly Service Rates

Service	Up to 2.5 hours	3+ hours
Homemaker		
Personal Care		
Respite Care		

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Consideration	Weight
Project Plan, Approach to Work	20%
Qualifications of Key Personnel	20%
Relevant Project Experience	20%
Availability of Personnel	13%
Past Performance on Previous Contract	5%
Disclosure Form and Questionnaire	5%
Local Preference	5%
Service Disabled Veterans Preference	2%
Cost Proposal	10%
TOTAL POINTS	100

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment

Proposer shall complete and submit **Form A**, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit **Form C**, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit **Form E**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project. **Form G**

Local Preference Affidavit of Bidder/Offer

Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form I**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance.

FORM A: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) ***Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: CERTIFICATE OF ACCEPTANCE OF REQUEST
FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____, and/or appendices # _____ to # _____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: _____

Signature: _____

Name: _____

Title: _____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

-
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor ____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

FORM I: **SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6

CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm’s work force. If the EEOR indicates that the firm’s demographic composition indicates underutilization of employee’s of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

-
1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
 2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 1

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

The following demographic employment information must be submitted with this quote.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS and MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														

FIRMS'S NAME

ADDRESS

TELEPHONE

EMAIL ADDRESS

Submitted by:

Date Completed: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ **Title:** _____ **Date:** _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

2) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

3) **Name of Business:** _____

Street Address: _____

Telephone No.: _____

Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20__, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

	PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

**FORM 1
FULTON COUNTY**

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SECTION 7

**Insurance and Risk Management Provisions
Office of Aging – In Home Care Services**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Contractors/Vendors shall submit evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be received by Fulton County Government prior to the start of any activities/services at any County facility.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$100,000.
Employer’s Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer’s Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$100,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products\Completed Operation	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

*CGL – To include coverage for Molestation, Sexual Abuse coverage

3. BUSINESS AUTOMOBILE LIABILITY

Bodily Injury and Property Damage	Each Occurrence	-	\$1,000,000
--	-----------------	---	-------------

(Including operation of non-owned, owned, and hired automobiles).

4. CRIME – EMPLOYEE DISHONESTY	Each Occurrence	-	\$25,000
5. PROFESSIONAL LIABILITY	Each Occurrence	-	\$1,000,000

Certificates

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers’ Compensation and Professional Liability), using the ISO Additional Insured Endorsement form CG 2010 (11/85) version, its’ equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates should be sent to Fulton County Government and must identify the “Certificate Holder” as follows:

Fulton County Government – Purchasing Department
 130 Peachtree Street, S.W.
 Suite 1168
 Atlanta, Georgia 30303-3459

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its food services vehicle and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

**SECTION 8
SAMPLE CONTRACT**

SAMPLE CONTRACT



FULTON COUNTY

Vision
People Families Neighborhoods

Mission
To serve, protect and govern in concert with local municipalities

Values
People Customer Services
Ethics Resource Management
Innovation Equal Opportunity

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF SERVICES
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
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- ARTICLE 28. SUBCONTRACTING
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- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. NON-APPROPRIATION
- ARTICLE 42. WAGE CLAUSE

CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**

Contract No.: **[Insert Project Number and Title]**

Address: **[Insert Consultant Address]**
City, State

Telephone: **[Insert Consultant telephone #]**

Facsimile: **[Insert Consultant Facsimile #]**

Contact: **[Insert Consultant Contact Name]**
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]** to provide professional consulting services in Georgia, hereinafter referred to as "**Consultant**".

WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work

- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Office of Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT:**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Services.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall

be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Services, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

[Insert contract term and any renewal options]

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of services.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Fulton County [insert user department name] designated representative. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision [insert user department name] of the designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Services and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same

to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to [insert user department name].

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any subcontractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the **[Insert User Department Representative for project]**. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the **[Insert User Department Representative for project]**, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County or **[Insert User Department Representative for project]**. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the

area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for three years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: ***[Insert User Department Representative for project]***

With a copy to:

Fulton County Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Facsimile:

Attention: **[Insert Consultant Representative for project]**

ARTICLE 35. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said

invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]

[Insert User Department Address]

Atlanta, Georgia 30303

Telephone:

Facsimile:

Attention: **[Insert User Department Representative for project]**

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 42. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

**[Insert Department Head Name
Insert Department Head Title]**

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

SAMPLE CONTRACT

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

**SECTION 9
EXHIBITS**

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below “Required Proposal Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD’s as required in Section 3.1.2 of the RFP.

Item #	Item	Check, if completed and enclosed
1	One (1) Proposal marked “ Original ”, five (5) CD’s	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreement <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit.</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal <ul style="list-style-type: none"> ▪ Executive Summary ▪ Project Plan ▪ Project Team Qualifications/Qualifications of Key Personnel ▪ Relevant Project Experience ▪ Proposer Financial Information ▪ Availability of Key Personnel ▪ Local Preference ▪ Disclosure Form and Questionnaire 	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
9	Purchasing Forms <ul style="list-style-type: none"> ▪ Form A: Certificate Regarding Debarment ▪ Form B: Non-Collusion Affidavit of Bidder/Offer or ▪ Form C: Certificate of Acceptance of Request Proposal requirements ▪ Form D: Disclosure Form & Questionnaire ▪ Form G: Professional License ▪ Form H: Local Preference Affidavit of Bidder/Offeror 	

EXHIBIT 1**Required Proposal Submittal Check List for Request to Proposal (RFP)**

Item #	Item	Check, if completed and enclosed
10	Office of Contract Compliance Requirements (separate envelope) <ul style="list-style-type: none"> ▪ Exhibit A: Promise of Non-Discrimination ▪ Exhibit B: Employment Record ▪ Exhibit C: Schedule of Intended Subcontractor Utilization ▪ Exhibit D: Letter of Intent to Perform as Subcontractor ▪ Exhibit E: Declaration Regarding Subcontractor Practices ▪ Exhibit F: Joint Venture Disclosure Affidavit ▪ Exhibit G: Prime Contractor/Subcontractor Utilization Report ▪ Equal Business Opportunity Plan (EBO Plan) ▪ Exhibit H – First Source Jobs Program Information Form 1 ▪ Exhibit H – First Source Jobs Program Agreement Form 2 	
11	Evidence of Insurability, proposer must submit one (1) of the following: <ul style="list-style-type: none"> ▪ Letter from insurance carrier ▪ Certificate of Insurance ▪ An umbrella policy in excess of required limits for this project 	
12	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
13	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
14	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

Pricing Form

Please provide hourly rates for each service in the following categories:

- Single home visits of up to 2.5 total hours
- Single home visits of 3 or more hours

Hourly Service Rates

Service	Up to 2.5 hours	3+ hours
Homemaker		
Personal Care		
Respite Care		

**SECTION 10
APPENDICES**

**SECTION 10
APPENDICES**

APPENDIX #1

Section 208 – IN-HOME SERVICES REQUIREMENTS

<p>208.1 SUMMARY STATEMENT</p>	<p>This chapter establishes the requirements to be followed when Area Agencies on Aging (AAA) directly provide or contract for the delivery of in-home supportive services to frail, elderly people, and/or their caregivers, when present, supported by all non-Medicaid funding sources.</p>
<p>208.2 SCOPE</p>	<p>These requirements apply, except where noted, to:</p> <ul style="list-style-type: none"> - Homemaker - Personal care - Respite care - Home modification/repair service - Chore service - Related service activities provided to or on behalf of eligible persons and/or their caregivers, in their places of residence <p>Specific program requirements can be found in each service's corresponding chapter.</p>
<p>208.3 DEFINITIONS</p>	<p>Frail - (As defined by the Older American's Act) unable to perform at least three activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision; or due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.</p> <p>Activities of Daily Living (ADLs) – are the basic tasks of everyday life that are required for self-care and independent living, including: eating, bathing, grooming, dressing, transferring, and continence.</p> <p>Instrumental Activities of Daily Living (IADLs) – are the more complex series of life functions necessary for maintaining a person's immediate environment including: managing money, telephoning, preparing meals, laundry, housework, outside home, routine health, special health, and being alone.</p> <p>Personal Care Services – Providing personal assistance, stand-by assistance, supervision or cues for persons having difficulties with one or more activities of daily living (eating, dressing, bathing, grooming, toileting, and transferring).</p>

Homemaker Services – Assistance such as preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.

Home Modification/Home Repair Services – Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate, in general, the ability of older individuals to remain at home. May also include the purchase and installation of assistive technology or devices such as locks, smoke detectors, tub rails, improved lighting, etc.

Chore Services – Assistance such as heavy housework, yard work, or sidewalk maintenance for a person.

Respite Services (In-Home) – Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. It includes personal care, homemaker, and other in-home respite.

**208.4
ELIGIBILITY**

Eligible individuals meet the following criteria:

1. Are age 60 and over, with the exception of adults of any age who receive services through the State-funded Alzheimer's fund source, who have Alzheimer's disease or a related disorder; and
2. Have a physical or mental disability or disorder which restricts his/her ability to perform basic activities of daily living (ADLs) and/or instrumental activities of daily living (IADLs), or which threatens his/her capacity to live independently; and
3. Do not have sufficient access to persons who are willing and/or able to assist with or perform needed basic ADLs and/or IADLs or provide adequate support to enable the individual to continue to live independently.

Special emphasis is placed on individuals, as indicated by the Older Americans Act, who:

- Reside in rural areas
- Have greatest economic need
- Have greatest social need
- Have severe disabilities

	<ul style="list-style-type: none"> - With limited English proficiency - With Alzheimer's disease and related disorders - Are at risk for institutional placement <p>Services will not be provided in a nursing home, personal care home, or other setting where the provision of this service is included in the cost of care.</p>
<p>208.5 SERVICE ACTIVITIES</p>	<p>Service activities include:</p> <ol style="list-style-type: none"> 1. Homemaker services and related home management activities (CH 306) 2. Personal care services (CH 308) 3. In-home respite care (CH 310) 4. Home modification/repair services (CH 314) 5. Chore services (CH 312) <p>Service activities do not include:</p> <ol style="list-style-type: none"> 1. Physical, speech, or occupational therapies 2. Medical nutrition therapy 3. Medial social services 4. Home health aide services provided by a home health agency 5. Skilled nursing services
<p>208.6 ACCESS TO SERVICES</p>	<p>AAAs may receive requests for services from a variety of sources, which include, but are not limited to the following: older persons, physician, hospital, case manager, family member, friend, or other service provider.</p> <p>The AAA must screen all applicants for service. Subject to the availability of services, the AAA will initiate service delivery or refer appropriate applicants to provider organizations or other resources; or place them on a waiting list for services. When services are available, services will be provided in the client's place of residence. For information regarding screening through Gateway, please see MAN 5200, Section 5020.</p> <p>Not every applicant will request, require, or benefit from in-home services. Each AAA will clearly identify in its Area Plan how services will be coordinated and how resources will be allocated and managed to optimize the effectiveness and efficiency of in-home services.</p>

**208.7
ASSESSMENT**

The delivery of the service must be planned and carried out in accordance with specific client needs as determined by the designated administrative or program staff during the in-home assessment, based on the use of the DON-R instrument and other instruments or inventories. The assessment is conducted by the AAA or the provider agency. All staff who administer the DON-R must complete a DON-R training at a satisfactory level (80% passing grade) in order to administer the DON-R.

Training information and guides for the DON-R and other instruments for assessment are located in MAN 5300, CH114.

**208.8
SERVICE PLAN**

Designated staff will begin developing the in-home service plan, using a format provided or approved by the Division of Aging Services (DAS), with the client and/or family during the in-home assessment visit.

The in-home service plan, at a minimum, must include:

1. Documentation of the functional abilities/limitations of the client, as established by the administration of the DON-R at assessment and reassessment
2. Types of services required
3. The expected days, times, frequency, and duration of visits in the client's/caregiver's residence
4. Estimated duration of the need for service
5. Stated goals and objectives of the service
6. Discharge plans

When applicable to the condition of the client and the services to be provided, the plan will also include information on pertinent diagnoses; medications and treatments; equipment needs; and dietary and nutritional needs.

The service supervisor/case manager must complete the plan within seven (7) working days after services initially are provided in the residence. Plans are to be revised as necessary, and reviewed and updated by staff members involved in serving the client at the time of each supervisory visit.

208.9 SERVICE OUTCOMES	<p>Service providers must ensure that their services achieve, at minimum, the following outcomes:</p> <ol style="list-style-type: none"> 1. Quality in-home services are provided at a reasonable cost. 2. Staff demonstrates sensitivity to clients' and caregivers' special needs, including nutrition, as described in the Dietary Guidelines for Americans, in order to provide quality services. 3. Services are designed to capitalize on the individuals' remaining strengths, lessen the burden of impairment for older adults, or to reduce the degree of stress or burden experienced by caregivers as a result of providing continuous care, if respite care is provided. 4. Services provided are based on a plan individualized for each client's and/or caregiver's needs.
208.10 SERVICE INITIATION	<p>The provider agency has the discretion to begin providing minimal levels of service prior to the completion of the initial service plan.</p> <p>The agency must initiate services within ten (10) working days from the date of receiving the referral, and thereafter deliver them on a regular basis in accordance with the established service plan. The provider agency must make a telephone or other contact within the first thirty (30) days of service initiation to ensure client satisfaction and annually thereafter for the duration of the service relationship.</p>
208.11 CLIENT'S RIGHTS AND RESPONSIBILITIES	<p>AAAs and provider agencies will assure that all consumers, or their caregivers, receive a written copy of their rights and responsibilities as program/service participants upon their admission to services.</p> <p>Consumers and their caregivers will also be informed of how to register a concern or complaint about the services they receive or wish to receive. See Appendix in Section 202-A for the suggested "Client's Rights and Responsibilities".</p>
208.12 CLIENT COMPLAINT PROCEDURES	<p>AAAs will ensure that written client complaint procedures are established for use by each provider. Procedures should include the minimum requirements outlined in MAN 5300, Section 202.6.</p>

208.13 APPEALS AND GRIEVANCES	AAAs will ensure that written appeals procedures are established for use by each provider and are consistent with MAN 5300, CH110 “Grievance Procedures for Participants in Non-Medicaid Home and Community Based Services”.
208.14 SUPERVISORY/ MONITORING VISITS	<p>Appropriate supervisory staff will make visits to each client’s residence, in accordance with time frames by state licensure requirements or other DAS requirements (located in MAN 5600, Section 3015), starting from the date of initial assessment, or as the level of care requires, to ensure that the client’s and/or caregiver’s needs are met.</p> <p>The visit will include an assessment of the client’s:</p> <ul style="list-style-type: none"> • General condition • Vital signs, if applicable to the service being provided • Progress toward goal attainment • Any problems noted • Satisfaction with services <p>Supervisors also will observe and note the appropriateness of the level of services being provided.</p>
208.15 REASSESSMENT	<p>Designated staff must conduct reassessments, when indicated by state licensure requirements, DAS requirements, or when the client’s needs have changed as indicated by the client, caregiver, or staff providing services, such as changes in health status, behavioral status, cognitive status, emotional status, functional status, support system, or service utilization.</p> <p>The reassessment will address changes in the cognitive, emotional, physical, functional, economic, or physical/social environment in which the client lives and must provide the basis and any changes indicated for the service plan. Information and guidelines can be located in MAN 5300, CH 114.</p>
208.16 EMERGENCY CONTACT	Clients will furnish to the provider information on an emergency contact person, which the agency will maintain in its client record. If no emergency contact person is identified, the provider will list the local law enforcement agency as the contact. The emergency contact person and phone numbers(s) will be verified and updated at each reassessment

**208.17
SERVICE
TERMINATION
AND DISCHARGE**

The provider agency will discontinue services:

1. Upon the death of the client, entry of the client into a personal care or nursing home, or when there is no longer a need for the service.
2. When the client or caregiver is non-compliant with the care plan through persistent actions of the client or family which negates the services provided by the agency, but only after all attempts to counsel with the client/family have failed to produce a change in behavior leading to compliance.
3. When the client, client's family, or home environment threatens the in-home service worker or other agency staff to the extent that the staff's welfare and safety are at risk and good faith attempts at corrective action have failed.
4. When the provider agency resources are no longer adequate to meet the maintenance and care needs of the client.
5. Upon the request of the client or caregiver, if acting as the authorized representative of the client.

Discharge must be conducted in compliance with MAN 5300, Section 202.20.

**208.18
STAFFING**

Providers of in-home services must have sufficient numbers of qualified staff, as required by the Department of Human Services' rules and regulations, and/or the Division of Aging Services service requirements, to provide services specified in the service agreements with clients.

**208.19
ORIENTATION
AND TRAINING
REQUIREMENTS**

The provider agency will provide services with personnel who possess the qualifications and competencies to perform requested and agreed upon services of the client or family. The provider agency is responsible for the following:

1. Providing an orientation for personnel to their job responsibilities including, but not limited to:
 - a. Agency policies and procedures
 - b. Philosophy and values of community integration
 - c. Consumer-directed care
 - d. Person centered planning
 - e. Recognizing and reporting of suspected abuse, neglect, exploitation
 - f. Recognizing changes in the client's health condition indicating the need for emergency procedures or health

	<p>services</p> <ul style="list-style-type: none"> g. Agency's code of ethics and employee conduct h. Client rights and responsibilities i. Agency's complaint handling process j. Recognizing and reporting client progress, services provided, and problems to supervisory staff k. Employee's obligations to inform the employer of known exposure to tuberculosis, hepatitis, or any other communicable disease <ol style="list-style-type: none"> 2. Maintenance of documentation to demonstrate that an individual is able to perform the services for which she/he is responsible. 3. Assuring that the staff responsible for directing/providing training meets minimum qualifications. 4. Requiring each employee to participate in a minimum of eight (8) clock hours annually of in-service or additional training as appropriate. The provider agency may provide the training or assist employees in locating and attending the appropriate training. The objective of ongoing training is to improve each employee's ability to meet the needs of the client/caregiver and support the accomplishment of service outcomes.
<p>208.20 CRIMINAL RECORDS INVESTIGATIONS</p>	<p>AAAs must assure that providers employing persons having direct care or treatment responsibilities, as primary, secondary or alternative job duties conduct a criminal records investigation, according to state law and current policy of the Department of Human Services.</p>
<p>208.21 ADMINISTRATIVE REQUIREMENTS</p>	<p>The providers must establish and implement written policies and procedures that define the scope of in-home services it offers and the type of clients it serves.</p> <p>Provider agencies must maintain accurate administrative, fiscal, personnel, and client case records that will be accessible and available to authorized representatives of the AAA, DAS, the Department of Human Services, and others, as required by law and in compliance with MAN 5600.</p>
<p>208.22 SERVICE AGREEMENTS</p>	<p>No provider will offer to contract for or provide a client any in-home service that it cannot reasonably expect to deliver.</p> <p>Each provider must develop and implement policies and procedures for service agreements. All services provided to a client will be based on a</p>

written service agreement entered into with the client or the client's responsible party. The agreement must include, at a minimum, the following:

1. Date of referral
2. Date the provider makes initial contact with the client for services
3. Description of services/activities needed, as stated by the client or responsible party
4. Description of the services to be provided and expected days, times, frequency, and duration of visits
5. Agency charges for services rendered (if applicable), and whether the charges will be paid in full or in part by the client or family, methods of billing, and payment
6. Information regarding the client's/family's opportunity to contribute voluntarily toward the cost of services (refer to MAN 5600, Section 2025-2028)
7. Written notification of client's acknowledgement or receipt of "Clients Rights and Responsibilities"
8. A telephone number for the provider which the client can call for information, questions, or complaints about the services supplied by the provider and information regarding supervision by the agency of the services to be provided
9. The telephone number of the state licensing authority for information and filing of complaints which have not been resolved satisfactorily at the local level, for those agencies providing services subject to state licensure, or the number of the AAA and DAS, if not subject to licensure
10. Written authorization from the client or responsible party for access to the client's personal funds when the homemaker or respite services involve providing assistance with bill paying, or any activity, such as shopping, that involves access to or use of such funds; authorization for use of client's motor vehicle when services to be provided include transport and escort services the client's personal vehicle will be used
11. Signatures of the provider's representative and the client or responsible party and date signed; or in the case of refusal to sign, such refusal must be noted on the agreement with an explanation from the provider's representative.

Providers must complete service agreements for new clients no later

	<p>than the second visit to the client's residence to provide services, or no later than seven (7) calendar days after services initially are provided in the residence, whichever date is earlier. If unable to complete the service agreement for good cause, the provider will document the reasons in the client record. Subsequent revisions to the initial service agreement may be indicated by the provider noting in the client record the specific changes in service (e.g. addition, reduction or deletion of services; changes in duration, frequency or scheduling; changes in charges for services, etc.) that will occur, documentation that changes were discussed with and agreed to by client/responsible party, who signed the initial agreement prior to the changes occurring.</p> <p>The client has the right to cancel any service agreement at any time and will be charged only for actual services rendered prior to notifying the provider of cancellation. The provider may assess a reasonable charge for travel and staff time if notice of cancellation is not provided in time to cancel a previously scheduled home visit for service delivery.</p>
<p>208.23 STATE LICENSURE</p>	<p>Providers of in-home services must demonstrate compliance with all applicable licensure requirements for private home care providers under the Rules and Regulations of the State of Georgia as found at section 111-8-65.10.</p> <p>Note: Only entities providing <i>personal care services</i> are required to have a license.</p>
<p>208.24 INSURANCE COVERAGE</p>	<p>AAAs are responsible for ensuring that each provider agency maintains appropriate types and levels of insurance coverage that protects the health and safety of clients and employees, and that comply with all applicable state and federal statutes.</p>
<p>208.25 EMPLOYEE IDENTIFICATION</p>	<p>The provider agency will furnish adequate identification (ID) to employees who provide in-home services or who have direct contact with clients/caregivers</p> <ol style="list-style-type: none"> 1. Each employee must carry the ID and either wear it on his/her person or present it to the client/caregiver upon request 2. An adequate ID is one that is made of permanent materials and which shows the provider agency name, the employee's name, title, and photograph. 3. The provider must issue the ID at time of employment and must require the return of the ID upon termination of employment.

208.26
CODE OF ETHICS

Each provider agency will establish and enforce a code of ethics which is distributed to all employees and clients/families. The code will provide for workers' use of bathroom facilities, and with the client's consent, allow workers to eat lunch or snacks, provided by the workers, in the client's home. The code of ethics will include, at a minimum, prohibitions regarding:

1. Consumption of clients' food or drink, except for water
2. Use of clients' telephones for personal calls
3. Discussion of one's own or others' personal problems and religious or political beliefs with the client
4. Bringing other persons, including children, not involved in providing care, to the clients' homes
5. Solicitation or acceptance of tips, gifts, or loans in the form of money or goods for personal gain for clients/caregivers
6. Consumption of alcoholic beverages, or use of medicines or drugs for any purpose, other than as ordered or prescribed for medical treatment, in the clients' homes or prior to being present in the home to provide services
7. Smoking in clients' homes
8. Breach of the clients'/caregivers' privacy or confidentiality of information and records
9. Purchase of any item from the client/caregiver, even at fair market value
10. Assuming control of the financial or personal affairs, or both, of the client or his/her estate, including accepting power of attorney or guardianship
11. Taking anything from the clients' home
12. Committing any act of abuse, neglect, or exploitation

208.27
AGENCY
ADMINISTRATOR

The provider agency will appoint an administrator who will have full authority and responsibility for the operation of the provider organization and who meets the minimum qualifications of the Rules and Regulations of the State of Georgia section 111-8-65.09(3). In addition to the minimum qualifications set by state rules, the administrator must, by virtue of education, training and/or experience, demonstrate the ability to manage aging program services.

208.28
CLIENT RECORD
KEEPING

Providers must maintain separate files containing all written or electronic records pertaining to the services provided for each client served, including, at a minimum, the following:

	<ol style="list-style-type: none"> 1. Identifying information including the name, address, telephone number, and responsible party, if applicable 2. Assessment and reassessment documentation, gathered through the use of instruments or inventories specified or approved by DAS 3. Current service agreement 4. Current service plan 5. Documentation of tasks performed 6. Documentation of findings of home supervisory visits 7. Any material reports from or about the client that relate to the care being provided, including items such as progress notes and problems reported by employees of the provider agency; communications with personal physicians or other health care providers; communications with family members or responsible parties 8. The names, addresses and telephone numbers of the client's personal physicians, if any, if applicable to the service being provided 9. The date of the referral 10. Any additional information requested or required by DAS
<p>208.29 RETENTION AND CONFIDENTIALITY OF RECORDS</p>	<p>Providers must establish and implement written policies and procedures for the maintenance and security of client records, specifying who will supervise the maintenance of records, which will have custody of records, to whom records may be released, and for what purposes in compliance with MAN 5600, Section 3012.</p>
<p>208.30 PERSONNEL RECORDS</p>	<p>Providers will maintain separate written records for each employee, including the following:</p> <ol style="list-style-type: none"> 1. Identifying information: name, address, telephone number, emergency contact person(s) 2. Employment history for previous five years or complete history if the person has not been employed for five years 3. Documentation of qualifications 4. Documentation of a satisfactory tuberculosis screening test upon employment and annually thereafter 5. Date of employment 6. Individual job descriptions or statements of persons' duties and responsibilities 7. Documentation of completion of orientation and training

	<p>requirements</p> <ol style="list-style-type: none"> 8. Documentation of at least an annual performance evaluation 9. If the agency requires employees to be bonded, documentation of bonding, if employee performs homemaker functions which permits limited or unlimited access to the client's personal funds. If coverage is provided through a general liability policy, the provider need not maintain documentation separately in each personnel file.
<p>208.31 REPORTS OF COMPLAINTS AND INCIDENTS</p>	<p>Area Agencies will ensure that written client complaint procedures are established for use by each service provider. These procedures will provide all clients with the opportunity for and means of communicating those aspects of the service which have negative impact on them. Each client must be informed of his/her right to make such complaints and of the procedures for filing such complaints prior to the beginning of service delivery. Procedures should include, at a minimum, the items found in MAN 5300, Section 202.6.</p>
<p>208.32 MANDATORY REPORTING</p>	<p>All staff of in-home service provider agencies will be familiar with and be able to recognize situations of possible abuse, neglect, or exploitation or likelihood of serious physical harm to persons receiving services. Providers must develop procedures for reporting suspected abuse, neglect, or exploitation.</p> <p>Suspected cases of abuse, neglect and/or exploitation of community-dwelling adults, age 18 and above, are to be referred to the Division's Adult Protective Services Centralized Intake from 7am to 7pm and a voicemail may be left after hours (1-866-552-4464). Alternatively, a fax referral form and instructions and a web reporting form are available on DAS's web page.</p> <p>Any situations in which abuse of minor child/children is suspected are to be reported to the appropriate County Department of Family and Children Services (DFCS) at 1-855-GACHILD.</p>
<p>208.33 QUALITY ASSURANCE AND PROGRAM EVALUATION</p>	<p>Providers of in-home services must develop and implement an annual plan to evaluate and improve the effectiveness of program operations and services to ensure continuous improvement in service delivery. The provider will include direct care workers and supervisory staff in the evaluation process and development of improvement goals and strategies.</p>

	<p>The process must include, but not be limited to:</p> <ol style="list-style-type: none"> 1. A review of the existing program's operations 2. Satisfaction survey results from participants and their caregivers (when involved), and job satisfaction survey results from staff 3. Program modifications made that responded to changing needs of participants and staff 4. Proposed program and administrative improvements <p>The provider must prepare and submit annually to the AAA a written report, which summarizes evaluation findings, improvement goals and implementation plan. The report will be submitted no later than the end of the first quarter of the new state fiscal year (September 30).</p>
<p>208.34 FISCAL MANAGEMENT</p>	<p>Area Agencies and all service providers will practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting, and complying with generally accepted accounting principles as described in MAN 5600, Section 3025 "Financial Management" and Section 3050 "Compliance with Contractor Responsibilities, Rewards, and Sanctions."</p>
<p>208.35 COMPLIANCE MONITORING</p>	<p>The AAA must conduct at least one annual on-site fiscal and program monitoring of in-home service provider agencies. The AAA must conduct desk reviews of fiscal and programmatic performance and monitor for compliance with any requirements. The AAA must provide formal, written feedback of program status and any required corrective action as well as any technical assistance necessary for continuous quality improvement, at least quarterly, or more often as indicated, and at year-end in compliance with MAN 5300, Section 202.18. Information and guidelines for Monitoring and Evaluation of Service Providers can be found in MAN 5600, Section 3015.</p>
<p>208.36 FEE FOR SERVICE GUIDELINES</p>	<p>Each AAA/provider is encouraged to offer in-home services as a fee-for-service enterprise to enhance the sustainability of the Aging network. In doing, the AAA must follow all requirements of the Older Americans Act and MAN 5600, Sections 2025-2028, "Fee for Service System".</p>

In-home services provided to consumers as a fee-for-service should not differ in quality from service provided to consumers funded through public funds.

208.37
REFERENCES

Dietary Guidelines for Americans:

<http://www.health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>

State of Georgia Rules and Regulations for Private Home Care Providers:

http://rules.sos.state.ga.us/pages/DEPARTMENT_OF_COMMUNITY_HEALTH/HEALTHCARE_FACILITY_REGULATION/RULES_AND_REGULATIONS_FOR_PRIVATE_HOME_CARE_PROVIDERS/index.html

DAS Manual 5200, Section 5020

DAS Manual 5300, Section 110

DAS Manual 5300, Section 114

DAS Manual 5200, Section 202

DAS Manual 5600, Section 2025-2028

DAS Manual 5600, Section 3012

DAS Manual 5600, Section 3015

DAS Manual 5600, Section 2050

APPENDIX #2

Georgia Department of Human Services Division of Aging Services Requirements for Non-Medicaid Home and Community Based Services

Section 300 Individual Service Requirements

§306 Homemaker Service Requirements

June 2002
revised 5/2004

§306.1 Purpose

This chapter establishes the requirements to be followed when Area Agencies on Aging provide or contract for the provision of homemaker services to frail elderly people in their places of residence.

§306.2 Scope

These requirements apply to homemaker services funded in whole or in part with non-Medicaid federal and state funds¹, managed by Area Agencies, and any associated matching funds. The services are provided to or on behalf of eligible persons in their places of residence. The provision of homemaker services does not include the provision of personal care services. (See §308, "Personal Care Service Requirements.")

§306.3 Target group

The target group for this service is persons 60 years of age or older, who are functionally impaired in their ability to perform regular activities of daily living and instrumental activities of daily living related to maintaining the home.

§306.4 Client eligibility

- (a) Eligible individuals meet the following criteria:
- (1) are age 60 and over; and
 - (2) have a physical or mental disability or disorder which restricts his/her ability to perform basic activities of daily living and/or instrumental activities of daily living, or which threatens his/her capacity to live independently; and
 - (3) do not have sufficient access to persons who are able and/or willing to assist with or perform needed basic and instrumental activities of daily living or provide adequate support to enable the individual to continue to live independently.
- (b) Providers shall not accept persons whose maintenance and care needs cannot be adequately met by the agency in the clients' place of residence.

§306.5 Access to Services

Area Agencies may receive requests for services from a variety of sources, which may include, but are not limited to the following types. Older persons may request services or be referred by a physician, hospital, case manager, family member, friend, or other service provider. The Area Agency on Aging shall screen all applicants for service. Subject to the availability of the service, area agencies will initiate

¹ Eligible funds sources are Older Americans Act, Title III-B and Title III-E (supplemental services); the Social Services Block Grant; the State Home and Community Based Services Program.

services, if providing directly; or refer appropriate applicants to contract provider organizations or other resources; or place them on a waiting list for services.² When available, services will be provided in the client's place of residence. Services shall not be provided in a nursing home, personal care home or other setting where the provision of this service is included in the cost of care.

§306.6 Service Activities

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Homemaker services are planned and provided with input from the client, based on the assessment of the client's needs, degree of functional impairment, and remaining capacity for self-care and self-sufficiency. Service activities include planned and routine provision of:

- (a) Housekeeping and home management activities:
- (1) cleaning, including vacuuming, sweeping, mopping; cleaning bathroom fixtures; dusting; washing inside windows and cleaning blinds on windows if no climbing is required;
 - (2) laundry, including folding and storing clothing and linens;
 - (3) ironing and mending clothes and linens;
 - (4) washing, drying, and storing dishes and utensils;
 - (5) bagging and placing garbage in collection containers;
 - (6) making beds and changing linens (only while client is out of bed);
 - (7) shopping for household essentials, including assisting clients with economical purchasing, consistent with their budgets;
 - (8) assisting client in organizing household routines;
 - (9) performing necessary reading and writing tasks, if requested and indicated by client's inability to read due to physical/visual impairment or other inability to read and write;
 - (10) performing essential errands (obtaining food stamps, picking up prescriptions, posting mail, etc .);

² The Area Agency is responsible for providing notice to applicants of the disposition of their requests for service. Subcontractors are responsible for providing notice of service status to persons once they have been referred for service and a case manager or provider staff has conducted the face-to-face assessment. Suggested forms have been provided under separate cover.

- (b) Meal preparation:
 - (1) assisting in planning meals/menus that are appropriate for the older person's needs and are consistent with the Dietary Guidelines for Americans;
 - (2) preparing and serving meals; and
 - (3) using sanitary practices for handling, preparing and storing food.
- (c) Escort assistance. Accompanying a client on trips to obtain health care services and other necessary items and services. (Also see §306.7(b)(9), regarding transporting clients)
- (d) Client education. Instructing clients in ways to become self-sufficient in performing household tasks, when appropriate and beneficial.

§306.7 Prohibited activities

- (a) Homemakers shall not provide personal care services, unless they are trained to provide such services, the employing agency is licensed to provide such services, *and* the Area Agency is contracting with the employing agency for the provision of both homemaker and personal care services. The two services are reported separately.
- (b) Other activities which are prohibited are:
 - (1) Administering medications, either over-the-counter or prescribed or reminding clients to take medications;
 - (2) Providing household services not essential to the client's needs;
 - (3) Providing friendly visiting only;
 - (4) Providing therapeutic/health related activities that are appropriately performed by a licensed practical nurse, registered nurse or home health aide;
 - (5) Home repair;
 - (6) Yard maintenance;
 - (7) Moving heavy objects such as furniture and appliances;
 - (8) Performing services for members of the household other than the client;

- (9) Transporting the client in the worker's or client's personal vehicle, unless the provider agency has proof through written verification that the employee has adequate and current liability insurance coverage.
- (10) Performing tasks not ordered by the case manager in the care plan or assigned by a supervisor.

§306.8 Service outcomes

Service providers shall ensure that their services achieve the following outcomes.

- (a) Quality homemaker services are provided at reasonable cost.
- (b) Staff demonstrate sensitivity to clients' special needs, including nutrition needs, as described in the Dietary Guidelines for Americans, in order to provide quality services.
- (c) Services are designed to capitalize on the individual's remaining strengths, lessen the burden of impairment for older adults, or to lessen the burden of providing care.
- (d) Services are provided based on a plan individualized for each client's abilities and needs, in the manner and times promised.
- (e) The provider is able to expand service capacity and improve quality with additional revenue generated through voluntary contributions and client cost share, when applicable.

§306.9 Exemption from State Licensure

Providers of homemaker services are *not* subject to state licensure, *unless* the homemaker tasks are provided as a component of a service subject to licensure, such as personal care, companion sitter services, or in-home respite care. For additional information on state licensure, please refer to Section 200, §208, In Home Service Requirements.

§306.10 Delivery characteristics

Service providers will deliver services in the following manner.

- (a) Assessment. The delivery of service shall be planned and carried out in accordance with specific client needs as determined by the designated administrative or program staff during the in-home assessment, based on the use of the DON-R instrument and other specified instruments or inventories. The assessment is conducted by the Area Agency, care coordination/case management provider agency, or the service provider agency, depending upon the option exercised by the Area

Agency. If conducted by case management or provider agency staff, assessments shall be completed within ten business days of receipt of the service referral from the AAA. The entity responsible for assessment shall provide written notice to applicants/clients whom they assess to inform them of their eligibility status for receiving services.

(b) Service plan

- (1) Designated staff shall begin developing the service plan, using a format provided or approved by DAS, with the client and/or family during the in-home assessment visit and document the final plan prior to initiating services. The plan, at a minimum, shall include:
 - (A) information which clearly links the services to be provided with the functional impairments documented by the DON-R and other instruments used to assess clients/caregivers.
 - (B) types of service required, tasks requested or indicated and the tasks to be performed;
 - (C) the expected days, times, frequency and expected duration of visits in the client's residence;
 - (D) estimated duration of the need for service;
 - (E) the stated goals and objectives of the service; and
 - (F) discharge plans.
- (2) When applicable to the condition of the client and the services to be provided, the service plan also shall include information on equipment needs and dietary and nutritional needs, including the need for referral to a registered dietician for individual nutrition screening, nutrition counseling and education.
- (3) The service supervisor/case manager shall complete the service plan within seven working days of services being initiated in the residence. Plans are to be revised as necessary, and reviewed and updated by staff

members involved in serving the client at a minimum at the time of each supervisory visit.

(c) Service initiation.

- (1) The provider agency has the discretion to begin providing minimal levels of services in the home prior to the completion of the initial service plan.
- (2) The agency shall initiate services within ten working days from the date of receiving the referral, and thereafter deliver them on a regular basis in accordance with the established service plan.
- (3) The provider agency shall make a telephone or other contact within the first four weeks of service initiation to ensure client satisfaction, and annually thereafter for the duration of the service relationship.

- (d) Supervisory/monitoring visits. The appropriate provider agency supervisory staff will make periodic visits to each client's residence, starting from the date of initial service, or as otherwise indicated by changes in the client's condition or circumstances. The first supervisory visit will be made within 30 days of the end of the first 184 days (six months) of service delivery and every 6 months thereafter. The visits are made to ensure that the needs of the client are being met; to assure that the homemaker is performing tasks according to the service plan; to assure that the client is cooperating with and benefiting from the care plan; and to remedy any areas of deficiency. Supervisors also shall observe and note the appropriateness of the level of services being provided. If significant changes in the client's condition or circumstances are observed at any time, staff of the provider agency, or case management agency, if involved, shall initiate a complete re-assessment, using the formal instruments indicated.

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- (e) Reassessment. Depending upon the options exercised by the Area Agency for providing for client assessment, designated Area Agency, case management agency, or provider staff shall reassess each client annually at a minimum, or as otherwise indicated.
- (1) Designated staff responsible for assessment activities shall conduct reassessments, either when contact with the client indicates that needs have changed, or when service staff or other caregiver reports the client's needs have changed. [See §306.10(d) regarding supervisory visits.]
 - (2) The reassessment shall address changes in the cognitive, emotional, physical, functional, economic or physical/social environment in

which the client lives, and be documented using formats specified or approved by the Division. Staff responsible for reassessment shall involve the homemaker aide staff in the process, by obtaining feedback from the aide regarding appropriateness of the service plan (tasks to be performed, scheduling, etc.); adequacy of supplies and equipment, relationship with the client, and adjust the service plan accordingly.

- (f) Emergency contacts. Clients will furnish to the provider information on emergency contact persons, which the agency will maintain in the client record. If no emergency contact person is available, the provider shall list the local emergency response number (example: 911 service) if available in the area or a local law enforcement agency as the contact. The emergency contact person and phone number(s) shall be verified and updated at the time of reassessment.
- (g) Service Termination and Discharge.
- (1) The provider agency shall discontinue services:
- (A) upon the death of the client, entry of the client into a nursing home, or when there is no longer a need for the service;
- (B) when the client is non-compliant with the plan of care through persistent actions of the client or family which negate the services provided by the agency³, but only after all attempts to counsel with the client/family have failed to produce a change in behavior leading to compliance;
- (C) when the client or client's family threatens or abuses the in-home service worker or other agency staff to the point that the staff's welfare and safety are in jeopardy and good-faith attempts at corrective action have failed. Agency administrators shall use discretion and professional judgment in determining in which situations immediate removal of staff and termination of service are necessary.

³ In cases of non-compliance, supervisory staff shall evaluate the need for referral for protective or mental health services and make such referrals as appropriate prior to discharge and termination, whenever possible.

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- (D) when the provider agency resources are inadequate to continue to meet the maintenance needs of the client.
- (E) upon the request of the client, or the caregiver when acting as the client's authorized representative.
- (2) The provider agency shall provide written notice of termination and discharge at least 21 calendar days prior to the date of discharge, when applicable.
- (3) During the 21-day period, the provider shall work with the Area Agency and/or case management provider to make appropriate arrangements with the client and/or family for transfer to another agency, institutional placement or other appropriate care.
- (4) The provider shall continue to provide care in accordance with the service plan for the 21 days or until alternate arrangements can be made, whichever occurs first, unless continuing to provide services would place the homemaker aide at risk of being harmed.

§306.11 Staffing ⁴

Providers of homemaker services shall have sufficient numbers of qualified staff, as required by the Department of Human Services rules and regulations and/or the Division of Aging Services service requirements, to provide services specified in the service agreements with clients.

- (a) Minimum qualifications for service supervisors: A high school diploma or General Equivalency Diploma (GED) plus at least one year of full-time employment in a social or human service agency in a direct service or supervisory position. Supervisors shall have experience in housekeeping, home management and meal planning and preparation activities.
- (b) Desired qualifications for service supervisors: successful completion of at least two years of full time study in social or behavioral sciences at an accredited college or university, and supervisory experience.
- (c) All homemakers shall meet the following minimum qualifications:

⁴ If the provider agency also is licensed by the state to provide personal in-home services, the same staff which provides personal care also may provide homemaker assistance to aging program clients, in accordance with these requirements, as long as the Area Agency specifically contracts with the provider agency for both services.

- (1) be 18 years of age or older;
- (2) have the ability to follow oral and written instructions and keep simple records;
- (3) have experience in providing care to aged or disabled adults;
- (4) have experience or receive training in each service activity.
- (5) be free of communicable/infectious disease and be able to provide certification of health status and fitness to perform duties; and
- (6) never have been shown by credible evidence (findings of a court or jury, criminal records check, departmental investigation or other reliable source) to have abused, neglected, sexually assaulted, exploited or deprived any person or to have subjected any person to a serious injury as a result of intentional or grossly negligent misconduct.
- (7) successful completion of orientation and training. See §306.12(b) for minimum training content.

§306.12 Orientation and training requirements.

The homemaker service agency shall provide services, employing personnel who meet the qualifications and possess competencies to perform the services requested and agreed upon by the client or family. The agency shall arrange or provide core training to homemakers prior to assigning them to work with clients. Core training consists of all topics covered in the orientation {§306.12(a)} and any of the topics covered in {§306.12(b)} that personnel would need in order to begin a specific work assignment, with the understanding that the training on the remaining topics would be completed within the first year of employment.

- (a) The provider agency is responsible for the following:
 - (1) providing an orientation for personnel to their job responsibilities including, but not limited to:
 - (A) agency policies and procedures
 - (B) orientation to the aging network and philosophy of community-based services
 - (C) recognizing and reporting suspected abuse, neglect, and/or exploitation;

- (D) change in the client's health condition requiring emergency procedures or health services;
 - (E) agency code of ethics and employee conduct;
 - (F) client rights and responsibilities;
 - (G) the complaint handling process;
 - (H) recognizing and reporting client progress and problems to supervisory staff, channels of communication;
 - (I) the employee's obligation to inform the employer of known exposure to tuberculosis and hepatitis, or any other communicable disease.
- (2) maintenance of documentation to demonstrate that an individual is able to perform the services for which s/he is responsible;
 - (3) assuring that the staff responsible for directing/providing training are qualified to provide such instruction.
 - (4) for requiring each employee to participate in at least eight clock hours annually of in-service or additional training as appropriate.
- (b) The provider agency may provide the training or assist employees in locating and attending the appropriate training. The objective of additional training is to improve each employee's ability to meet the needs of the client and support the accomplishment of service outcomes.

Specific training content for homemaker service staff includes, but is not limited to:

- (1) Basic communications skills (1 hour minimum)
- (2) Family relationships (1 hour minimum)
- (3) The aging process (1 hour minimum)
- (4) Working with elderly/disabled adults: understanding impairments in Activities of Daily Living and Independent Activities of Daily Living (1 hour minimum)
- (5) Working with persons with cognitive impairments, including Alzheimer's disease (1 hour minimum)

- (6) Nutrition: (4 hours minimum)
 - (A) planning, purchasing, serving food
 - (B) basic principles of adult nutrition
 - (C) meal planning
 - (D) food management
 - (E) modified and therapeutic diets
- (7) Cleaning and care tasks in the home (3 hours minimum)
 - (A) appropriate use and care of household equipment and appliances;
 - (B) laundering methods and stain removal techniques;
 - (C) kitchen/bathroom cleaning;
 - (D) home safety;
 - (E) safe storage of household cleaning products;
 - (F) infection control, including instruction on universal precautions, if appropriate.⁵
- (8) The provider agency shall instruct each homemaker on procedures for obtaining emergency health care assistance for clients, should such occasions arise, and specify the agencies to be contacted in each municipality/county served.

§306.13 Administrative requirements

- (a) The provider shall establish and implement written policies and procedures that define the scope of the homemaker services it offers and the type of clients it serves.
- (c) Provider agencies shall maintain accurate administrative, fiscal, personnel, and client case records that shall be accessible and available to authorized representatives of the area agency on aging, the Division of Aging Services, the

⁵ Universal precautions are measures taken to prevent transmission of infection from contact with blood or other body fluids or materials containing blood or other body fluids, as recommended by the U.S. Public Health Service (USPHS) Centers for Disease Control and adopted by the U.S. Occupational Safety and Health Administration as 29 CFR 1910.1030

Department of Human Services, and others as required or authorized by law.

- (c) Providers will assure that all prospective employees are screened through the criminal records investigation process.⁶
- (d) Service agreements. No provider shall offer to contract for or provide a client any homemaker service that it cannot reasonably expect to deliver.
 - (1) Each provider shall develop and implement policies and procedures for service agreements. All services provided to a client shall be based on a written service agreement entered into with the client or the client's responsible party. The agreement shall include:
 - (A) Date of referral (date on which the provider received the specific request to deliver a specific in-home service or services to a particular client;)
 - (B) Date the provider makes initial contact with the client for services;
 - (C) Description of services/activities needed, as stated by the client or responsible party;
 - (D) Description of the services to be provided, staff to be assigned, and the expected duration and frequency of services;
 - (E) Agency charges for services rendered (if applicable), and whether the charges will be paid in full or in part by the client or family; methods of billing and payment;
 - (F) Any special arrangements required for providing cleaning supplies, equipment, and /or appliances.
 - (G) Information regarding the client's/family's opportunity to contribute voluntarily toward the cost of services;
 - (H) Client's acknowledgment of receipt of "Client's Rights and Responsibilities" written notification. See Appendix

⁶ Georgia Department of Human Services Human Resource/Personnel Policy #504, O.C.G.A. §35-3-38, §49-2-14, and §31-7-350 *et seq.*; Criminal Code of Georgia O.C.G.A., Title 16; Code of Federal Regulations 42, IV, §438.420 (d) (1) (iii).

306-A for listing of rights and responsibilities;

- (I) A telephone number for the provider which the client can call for information, questions, or to file complaints about the services supplied by the provider and information regarding supervision by the agency of the services to be provided;
 - (J) Written authorization from the client or responsible party for access to the client's personal funds when services include assistance with bill paying, or any activity, such as shopping, that involve access to or use of such funds; authorization for use of client's motor vehicle when services to be provided include transport and escort services and when the client's personal vehicle will be used;
 - (K) Signatures of the provider's representative and the client or responsible party and date signed; or in the case of refusal to sign, such refusal shall be noted on the agreement with an explanation from the provider's representative.
- (2) Providers shall complete service agreements for new clients *not later than the second visit to the client's residence to provide services, or not later than seven calendar days after services initially are provided in the residence, whichever date is earlier.* If unable to complete the service agreement for good cause, provider staff will document the reasons in the client record. Subsequent revisions to the initial service agreement may be indicated by the provider noting in the client record the specific changes in service (e.g. addition, reduction or deletion of services; changes in duration, frequency or scheduling; changes in charges for service) that will occur, documentation that changes were discussed with and agreed to by client/responsible party, who signed the initial agreement prior to the changes occurring.

- (3) The client, or his/her representative, has the right to cancel any service agreement at any time and shall be charged only for actual services rendered prior to notifying the provider of cancellation. The provider may assess a reasonable charge for travel and staff time if notice of cancellation is not provided in time to cancel a previously scheduled home visit for service delivery.
- (e) The provider agency shall maintain appropriate and adequate liability coverage on all employees who are connected with the delivery and performance of homemaker services in clients' homes.
- (f) The provider agency shall furnish adequate identification (ID) to employees of the provider.
 - (1) Each employee shall carry the ID and present it to the client/caregiver upon request.
 - (2) An adequate ID is one that is permanent in nature and which shows the provider agency name, employee's name, title, and a photograph of the employee.
 - (3) The provider shall issue the ID at the time of employment and shall require the return of the ID from each employee upon termination of employment..
- (g) The provider agency shall ensure that no homemaker services direct care worker is a member of the immediate family⁷ of the client/caregiver being served by that worker.
- (h) Each provider agency shall establish and enforce a code of ethics and employee conduct which is distributed to all employees and clients/families. The code of ethics shall provide for workers' use of bathroom facilities, and with the clients' consent, allow workers to eat lunch or snacks, provided by the workers, in the clients' homes. The code of ethics shall include, at a minimum, prohibitions regarding:
 - (1) Consumption of clients' food or drink, except for water.
 - (2) Use of clients' telephone for personal calls.
 - (3) Discussion of one's own or other's personal problems, religious or political beliefs with the client.

⁷ Immediate family is defined as a parent; sibling; child by blood, adoption, or marriage; spouse; grandparent; or grandchild.

- (4) Bringing any other persons, including children, not involved in providing services to the clients' homes.
 - (5) Solicitation or acceptance of tips, gifts or loans, in the form of money or goods for personal gain from clients or their families.
 - (6) Consumption of alcoholic beverages, or use of medicines or drugs for any purpose, other than medical, in the clients' homes, or prior to being present in the home to provide services.
 - (7) Smoking in clients' homes.
 - (8) Breach of the clients'/caregivers' privacy and confidentiality of information and records;
 - (9) Purchase of any item from the client/caregiver, even at fair market value.
 - (10) Assuming control of the financial or personal affairs, or both, of the client or his/her estate, including power of attorney or guardianship.
 - (11) Taking anything from the client's home.
 - (12) Committing any act of abuse, neglect or exploitation.
- (i) Agency Administrator. The agency shall employ a staff person who shall have full authority and responsibility for the operation of the organization. This person may also directly supervise homemaker staff.
- (j) Record keeping.
- (1) Client records. Providers shall maintain separate files, in a manner specified or approved by the Division, containing all written records pertaining to the services provided for each client served, including, at a minimum, the following:
 - (A) Assessment and reassessment documentation,⁸ using instruments or inventories specified or approved by the Division of Aging Services;

⁸ The core assessment instrument for non-Medicaid Home and Community Based Services is the Determination of Need-Revised (DON-R) instrument. Use of additional tools, including, but not limited to the Nutrition Screening Initiative DETERMINE Checklist (NSI-D), the Folstein Mini-Mental Status Exam (MMSE), and the Center for Epidemiological Studies Depression Scale (CESD) also may be indicated in order to complete a comprehensive client assessment.

- (B) Identifying information including the name, address, telephone number of the client/responsible party, if applicable;
 - (C) Current service agreement;
 - (D) Current service plan;
 - (E) Documentation of tasks performed by staff.
 - (F) Documentation of findings of home supervisory visits unless reflected in the service plan.
 - (G) Any material reports from or about the client that relate to the care being provided, including items such as progress notes and problems reported by employees of the provider agency; communications with personal physicians or other health care providers; communications with family members or responsible parties, and any other pertinent information.
 - (H) The date of the referral.
 - (I) Any and all additional information requested or required by the Division.
- (2) Retention and confidentiality of client records.
- (A) Providers shall establish and implement written policies and procedures for the maintenance and security of client records, specifying who shall supervise the maintenance of records; who shall have custody of records; to whom records may be released and for what purposes. {Also see §306.13(j)(2)(C).}
 - (B) At a minimum, providers shall retain client records for six years from the date of the last service provided.
 - (C) Providers shall maintain the confidentiality of client records. Employees of the provider shall not disclose or knowingly permit the disclosure of any information in a client record except to other appropriate provider staff; staff of other service provider agencies, on a need to know basis, including case

managers from case management agencies who are coordinating all services for clients; the client; the responsible party (if applicable); the client's physician or other health care provider; the Department of Human Services; the Division of Aging Services; other individuals authorized by the client in writing, or by subpoena.

- (3) Personnel records. Providers shall maintain separate written records for each employee, including the following:
- (A) Identifying information: name, address, telephone number, emergency contact person(s);
 - (B) Employment history for previous five years or complete history if the person has not been employed for five years;
 - (C) Documentation of qualifications;
 - (D) Documentation of a satisfactory tuberculosis screening test upon employment and annually thereafter;
 - (E) Date of employment;
 - (F) Individual job descriptions or statements of persons' duties and responsibilities;
 - (G) Documentation of completion of orientation and training requirements.
 - (H) Documentation of an annual employee performance evaluation, at a minimum; and
 - (I) Documentation of bonding if employee performs functions which permits access to the client's personal funds. If bonding is provided through a universal coverage bond, the provider need not maintain documentation separately in each personnel file.
- (4) Reports of complaints and incidents. Providers shall maintain:
- (A) files of all documentation of complaints submitted in accordance with Rules and Regulations of the State of Georgia;

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- (B) all incident reports or reports of unusual occurrences (falls, accidents, etc.) that affect the health, safety and welfare of the clients, for a minimum of six years;
- (C) documentation of action taken by the provider to resolve clients' complaints and to address any incident reports or unusual occurrences.

§306.14 Mandatory reporting of suspected abuse, neglect, or exploitation.

All homemaker services staff are mandated reporters according to state law ⁹ and shall be familiar with and shall be able to recognize situations of possible abuse, neglect, exploitation or likelihood of serious physical harm involving service recipients. Staff are responsible for reporting suspected abuse, neglect or exploitation to the appropriate law enforcement agency, prosecuting attorney, or county department of family and children services. The provider agency shall establish procedures for homemaker staff to report suspected abuse, neglect or exploitation through appropriate supervisory channels.

§306.15 Service Availability

Providers of homemaker services shall assess the needs of the communities in which services are provided to determine the extent to which consumers need services outside of regular business hours, on weekends and on holidays, and develop plans to provide services accordingly. Providers may establish differential unit costs for services provided outside of core agency hours, if such service actually results in an increased cost to the agency.

§306.16 Provider Quality Assurance and Program Evaluation

- (a) The Area Agency on Aging shall assure that each agency providing homemaker services develops and implements an annual plan to evaluate and improve the effectiveness of program operation and services to ensure continuous improvement in service delivery. The provider agency shall involve direct care workers and supervisory staff in this process and in the development of improvement goals and strategies.
- (b) The process shall include, but not be limited to:
 - (1) a review of the existing agency's operations;
 - (2) satisfaction survey results from care receivers,(and caregivers, if present), and job satisfaction surveys from staff ;

⁹ O.C.G.A. 30-4, Protection of Disabled Adults and Elder Persons

- (3) program modifications made that respond to changing needs of care receivers, caregivers, and staff.
- (4) proposed program and administrative improvements.
- (c) Each contracting organization shall prepare and submit annually to the AAA a written report which summarizes the evaluation findings, improvement goals and implementation plan. The report shall be submitted no later than the end of the first quarter of the new fiscal year (September 30).

§306.17 Fiscal Management

Contractors providing homemaker services shall practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting. Contractors will use the Division's Uniform Cost Methodology on an annual basis to analyze, evaluate and manage the costs of the program.

§306.18 Monitoring, evaluation and quality assurance.

The Area Agency on Aging and the Division of Aging Services periodically will monitor and evaluate homemaker service program performance to determine the degree to which defined program outcomes and objectives, and individual client outcomes, have been or are being accomplished. The Area Agency shall monitor for compliance with these requirements and evaluate contract agency performance on at least an annual basis. The Area Agency shall provide written feedback to contractors and technical assistance for continuous quality improvement. The AAA will take into consideration the findings of the contractor's self-evaluation.

Effective Date:

Upon Issuance. AAAs shall assure that providers subject to the requirements receive copies of this chapter in a timely manner and shall allow providers a reasonable period of time to make adjustments to comply.

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Appendix 306-A
Client Rights and Responsibilities
and
Complaint Resolution

Client Rights and Responsibilities

Providers of homemaker services shall establish and implement written policies and procedures outlining the rights and responsibilities of clients. Client rights and responsibilities include:

1. The right to be informed about the plan of service and to participate in the planning process.
2. The right to be promptly and fully informed of any changes in the plan of service.
3. The right to accept or refuse service.
4. The right to be fully informed of the charges for service, if applicable.
5. The right to be informed of the name, business telephone number and business address of the person supervising the services and how to contact that person.
6. The right to be informed of complaint procedures; the right to submit complaints without fear of reprisal; and the right to have complaints investigated within a reasonable period of time. The complaint procedure shall include the name, business address, and telephone number of the person designated by the provider to handle complaints and questions.
7. The right of confidentiality of client records.
8. The right to have one's person, property and residence treated with respect.
9. The right to obtain from the provider agency written notice of the address and telephone number of the Area Agency on Aging and the Division of Aging Services.
10. The responsibility of the client, and any responsible party, to advise the provider of any changes in the client's condition, or any events which affect the client's/caregiver's service needs.

Complaint resolution:

Providers shall describe in writing the manner in which complaints are to be addressed and resolved. Policies shall include procedures for clients and others to present complaints about services, either orally or in writing. Procedures also shall indicate that complaints will be addressed and resolved in a timely manner. The provider shall supply all clients and responsible parties with the specific telephone number of the provider, for information, questions or complaints about services being delivered.

APPENDIX #3

**Georgia Department of Human Resources Division of Aging Services
Requirements for Non-Medicaid Home and Community Based Services**

Section 300 Individual Service Requirements

§308 Personal Care Service Requirements

**June 2002
Revised 5/2004**

§308.1 Purpose

This chapter establishes the requirements to be followed when Area Agencies on Aging provide or contract for the provision of personal care services to frail elderly people in their places of residence.

§308.2 Scope

These requirements apply to services provided in whole or in part with non-Medicaid federal and state funds¹ managed by Area Agencies, and any associated matching funds. These requirements apply to personal care services provided to eligible persons in their places of residence. *Agencies providing personal care services also may provide homemaker services through aging program contracts, providing there are adequate numbers of appropriate staff to do so, and the contract with the Area Agency specifies the provision of both services.* The providers shall report the two services separately according to the DAS Taxonomy of Service Definitions and reporting requirements, and the contractual agreements negotiated with the Area Agencies on Aging.

§308.3 Service provider eligibility

Area Agencies may contract for the provision of personal care services only with those agencies licensed as private home care providers, in accordance with the Rules of the Department of Public Health, Chapter 290-5-54 and O.C.G.A. §31-7-300 *et seq.*. If an Area Agency provides the service directly, the agency is subject to licensure requirements. All provisions of that code section apply and take precedence over any of these requirements which may conflict.

§308.4 Target group.

The target group for this service is persons 60 years of age or older, who are functionally impaired in their ability to perform regular activities of daily living.

§308.5 Client eligibility.

- (a) Eligible individuals meet the following criteria:
- (1) are age 60 and over; and
 - (2) have some degree of physical or mental disability or disorder which restricts his/her ability to perform basic activities of daily living, or which threatens his/her capacity to live independently; and

¹ Eligible funds sources are the Older Americans Act, Title III-B, and Title III-E (supplemental services); the Social Service Block Grant; and the State Community Based Services Program.

(3) do not have sufficient access to persons who are able and/or willing to assist with or perform needed basic activities of daily living or provide adequate support to enable the individual to continue to live independently.

(b) Providers shall not accept persons whose maintenance and care needs cannot be adequately met by the agency in the clients' place of residence.

§308.6 Access to Services

Area Agencies may receive requests for services from a variety of sources, which may include, but are not limited to the following types. Older persons may request services or be referred by a physician, hospital, case manager, family member, friend, or other service provider. The Area Agency on Aging shall screen all applicants for service. Subject to the availability of services, area agencies will initiate services, if providing directly; or refer appropriate applicants to provider organizations or other resources; or place applicants on a waiting list for services². When available, services will be provided in the client's place of residence. Service shall not be provided in a nursing home, personal care home or other setting where the provision of this service is included in the cost of care.

§308.7 Service Activities.

Personal care services are planned and provided with input from the client, based on the assessment of the client's needs, degree of functional impairment, and remaining capacity for self-care and self-sufficiency. Service activities may include planned and routine provision of:

- (a) assistance with activities related to the care of the client's physical health, such as:
- (1) dressing and undressing;
 - (2) bathing;
 - (3) shaving;
 - (4) dental care and oral hygiene;
 - (5) grooming, including taking care of routine hair and skin needs;
 - (6) toileting, including assistance with continence care;
 - (7) self-administration of medication and/or use of health maintenance equipment;
 - (8) transferring, including moving in and out of bed;

² The Area Agency is responsible for providing notice to applicants of the disposition of their requests for service. Subcontractors are responsible for providing notice of service status to persons once they have been referred for service and a case manager or provider staff has conducted the face-to-face assessment. Suggested forms have been provided to Area Agencies under separate cover.

- (9) mobility in and around the home and range of motion exercises; and
 - (10) eating.
- (b) Service activities reported as personal care *do not* include:
- (1) pet grooming/care;
 - (2) home repair;
 - (3) moving heavy objects or furnishings;
 - (4) physical, speech or occupational therapies;
 - (5) medical nutrition therapies;
 - (6) medical social services;
 - (7) home health aide services provided by a home health agency;
 - (8) skilled nursing services;
 - (9) meal preparation;
 - (10) housekeeping tasks;
 - (11) household maintenance activities, such as snow removal, hauling firewood, changing storm windows and screens, and yard work;
 - (12) personal finances and mail, including paying bills and writing checks;
 - (13) shopping;
 - (14) performing personal care or other tasks for members of the household other than the client;
 - (15) providing friendly visiting only;
 - (16) performing tasks not assigned by the supervisor or case manager and reflected in the care plan

§308.8 Service outcomes.

Service providers shall ensure that their services achieve the following outcomes.

- (a) Quality personal care services are provided at reasonable cost.
- (b) Staff are sensitive to clients' special needs, including the need for adequate nutrition, in order to provide quality services.
- (c) Services are designed to capitalize on the individuals' remaining strengths, lessen the burden of impairment for older adults, or to lessen the burden of providing care.
- (d) Services provided are based on a plan individualized for each client's and/or caregiver's abilities and needs, in the manner and times promised.
- (e) The provider is able to expand service capacity and improve quality with additional revenue generated through voluntary contributions and client cost share, when applicable.

§308.9 State Licensure³.

Providers of personal care services must demonstrate compliance with all applicable licensure requirements for private home care providers under the Rules and Regulations of the State of Georgia as found at §290-5-54. Also refer to DAS Manual Chapter 206 "In-Home Services."

§308.10 Delivery characteristics.

Service providers will deliver services in the following manner.

- (a) Assessment. The delivery of service shall be planned and carried out in accordance with specific client needs as determined by the designated administrative or program staff during the in-home assessment, based on the use of the DON-R instrument and other instruments or inventories.⁴ The assessment is conducted by the Area Agency, a provider of case management services or the personal care service provider agency, depending on the arrangements for client assessment negotiated by the Area Agency. If conducted by case management or provider agency staff, assessments shall be completed within ten business days of receipt of the service referral from the AAA.
- (b) Service plan.⁵
 - (1) Designated staff shall begin developing the service plan, using a format provided or approved by DAS, with the client and/or family during the in-home assessment visit. The plan, at a minimum, shall include:
 - (A) information which clearly links the services to be provided with the functional impairments and unmet need for care identified by the DON-R and other instruments used to assess clients and caregivers;

³ The complete rules and regulations of the state of Georgia which pertain to licensure of private in-home care providers are found at <http://www.ganet.org/rules/index> and are at §290-5-54.

⁴ The core assessment instrument for non-Medicaid Home and Community Based Services is the Determination of Need-Revised (DON-R) instrument. Use of additional tools, including, but not limited to the Nutrition Screening Initiative-DETERMINE Checklist (NSI-D), the Folstein Mini-Mental Status Examination (MMSE), and the Center for Epidemiological Studies Depression Scale (CESD), also may be indicated in order to complete a comprehensive client assessment.

⁵ Reference: Rules and Regulations of the State of Georgia §290-5-54-.11

- (B) types of service required/tasks requested or indicated and tasks to be performed;
 - (C) the expected days, times, frequency, and duration of visits in the client's residence;
 - (D) expected duration of the need for service;
 - (E) the stated goals and objectives of the service; and
 - (F) discharge plans.
- (2) When applicable to the condition of the client and the services to be provided, the service plan shall also include information on pertinent diagnoses; medications and treatments; equipment needs; and dietary and nutritional needs.
- (3) The service supervisor⁶/case manager shall complete the plan within seven working days after services initially are provided in the residence. Service plans are to be revised as necessary, and reviewed and updated by staff members involved in serving the client at the time of each supervisory visit, at least every 92 days.⁷
- (c) Service initiation.
- (1) The provider agency has the discretion to begin providing minimal levels of services in the home prior to the completion of the initial service plan.
 - (2) The agency shall initiate services within ten working days from the date of receiving the referral, and thereafter deliver them on a regular basis in accordance with the established service plan.
 - (3) The provider agency shall make telephone or other contact within the first four weeks of service initiation to ensure client satisfaction, and annually thereafter for the duration of the service relationship.

⁶ Rules and Regulations of the State of Georgia §290-5-54-.10. "A licensed registered professional nurse or practical nurse shall supervise the provision of personal care tasks for clients determined to be medically frail or compromised. If supervision is provided by a licensed practical nurse, the LPN shall report to a licensed professional RN who will continue to be responsible for the development and management of the service plan."

⁷ See preceding note.

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- (d) Supervisory/monitoring visits. The appropriate provider agency supervisory staff will make periodic visits to each client's residence, in accordance with time frames established by state licensure requirements⁸, starting from the date of initial service in a residence or as the level of care requires, to ensure that the client's (and/or caregiver's if present) needs are met. The visit shall include an evaluation of the client's general condition, vital signs, a review of progress toward goal attainment, any problems noted, and the client's/caregiver's satisfaction with services. Supervisors also shall observe and note the appropriateness of the level of services being provided. If significant changes in the client's condition or circumstances are observed at any time, staff of the provider agency, or case management agency, if involved, shall initiate a complete re-assessment, using the formal instruments indicated.

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- (e) Reassessment. Depending upon the options exercised by the Area Agency to conduct client assessments, designated Area Agency, case management agency, or provider agency staff shall reassess annually at a minimum, or more frequently, as otherwise indicated.
[See also§ 308.10(d), Supervisory Visits.]

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- (1) Designated staff responsible for assessment activities shall conduct reassessments, either when contact with the client indicates the client's needs have changed, based on changes in functional status or other conditions, or when staff providing services or a caregiver reports the client's needs have changed.
- (2) The reassessment shall address changes in the cognitive, emotional, physical, functional, economic or physical/social environment in which the client lives, and be documented using formats specified or approved by the Division. Staff responsible for reassessment shall involve the personal care aide in the process, by obtaining feedback from the aide regarding the appropriateness of the service plan (tasks to be performed, scheduling, etc.); relationship with the client; adequacy of supplies and equipment; and adjust the service plan accordingly.

⁸ Supervisory visits for personal care services are conducted every 92 days.

- (f) Emergency contacts. Clients will furnish to the provider information on an emergency contact which the agency will maintain in the provider agency's client record. If no emergency contact person is identified, the provider shall list the local emergency response number (example: 911 service), if available in the area of service, or local law enforcement agency as the contact. The emergency contact person and phone number(s) shall be verified and updated at the time of reassessment.
- (g) Service termination and discharge.
- (1) The provider agency shall discontinue services:
- (A) upon the death of the client, entry of the client into a personal care or nursing home, or when there is no longer a need for the service.
- (B) when the client or caregiver is non-compliant with the plan of care through persistent actions of the client or family which negate the services provided by the agency⁹, but only after all attempts to counsel with the client/family have failed to produce a change in behavior leading to compliance.
- (C) when the client or client's family threatens or abuses the in-home service worker or other agency staff to the extent that supervisory staff have determined that the staff's welfare and safety are at risk and good-faith attempts at corrective action, including counseling, have failed. Agency administrators shall use discretion and professional judgment in determining in which situations immediate removal of staff and termination of service are necessary.
- (D) when the provider agency resources are not adequate to meet the maintenance needs of the client.

⁹ In cases of non-compliance, supervisory staff shall evaluate the need for referral for protective or mental health services, and make such referrals as appropriate prior to discharge and termination whenever possible.

- (E) upon the request of the client (or caregiver, if acting as authorized representative of the client).
- (2) The provider agency shall provide written notice of termination and discharge at least 21 calendar days prior to the date of discharge, when applicable.
- (3) During the 21-day period, the provider shall work with the Area Agency and/or case management provider to make appropriate arrangements with the client and/or family for transfer to another agency, institutional placement, or other appropriate care.
- (4) The provider shall continue to provide care in accordance with the service plan for the 21 day notice period or until alternate arrangements can be made, whichever occurs first, unless staff providing in-home services are at immediate risk of harm.

§308.11 Staffing.

Providers of personal care services shall have sufficient numbers of qualified staff, as required by the Department of Human Resources rules and regulations, and/or the Division of Aging Services service requirements, to provide services specified in the service agreements with clients. Agencies providing personal care services shall adhere to all requirements regarding staffing and supervision as stated in the rules of the Department of Human Resources Public Health, Chapter 290-5-54, regarding the licensure of Private Home Care Providers. The provider may employ personal care assistants to perform personal care tasks. These staff qualify for employment in this capacity upon:

- (a) successful completion of nurse aide training and competency evaluation program; *or*
- (b) successful completion of a competency examination for nurse aides recognized by the Department; *or*
- (c) successful completion of a health care or personal care credentialing program recognized and approved by the Department; *or*
- (d) successful completion or progress toward the completion of a 40-hour training program provided by a private home care agency. See §308.10.(b) for training course content.

§308.12 Orientation and training requirements.

The provider agency shall provide services with personnel who meet the qualifications and competencies to perform requested and agreed upon services of the client or family. The agency shall arrange or provide forty (40) hours of core training to personal care assistants who have not completed a course of licensure or certification as described in §308.11(a)-(c). Those staff for whom this training is appropriate shall complete the initial twenty (20) hours of the coursework before beginning to work with clients and the remaining twenty hours (20) within six (6) months of the date the training first began.

- (a) The provider agency is responsible for the following:
 - (1) providing an orientation for personnel to their job responsibilities including, but not limited to:
 - (A) agency policies and procedures;
 - (B) orientation to the philosophy and values of community integration and consumer-driven care;
 - (C) recognizing changes in the client's health condition indicating the need for emergency procedures or health services;
 - (D) agency code of ethics and employee conduct;
 - (E) client rights and responsibilities;
 - (F) the agency's complaint handling process;
 - (G) the process for reporting client progress and problems to supervisory staff, including suspected cases of abuse, neglect or exploitation;
 - (H) the employee's obligation to inform the employer of known exposure to tuberculosis and hepatitis, or any other communicable disease.
 - (2) maintenance of documentation to demonstrate that an individual is able to perform the services for which s/he is responsible; and

- (3) assuring that the staff responsible for directing/ providing training meet minimum qualifications.¹⁰
 - (4) requiring each employee after the first year of employment to participate in a minimum of *eight clock hours annually* of in-service or additional training or instruction as appropriate.¹¹
- (b) The provider agency may provide the training directly or assist employees in locating and attending the appropriate training. Additional training should better prepare the employee to meet the needs of the client and support accomplishment of service outcomes. Specific training content for personal care assistants includes, but is not limited to:
- (1) assisting with ambulation and transfer of clients, including positioning;
 - (2) assistance with bathing, toileting, grooming, shaving, dental care, dressing and eating;
 - (3) basic first aid and adult cardiopulmonary resuscitation (CPR);
 - (4) caring for clients with special conditions and needs, so long as the services provided are within the scope of tasks authorized to be performed by demonstration;
 - (5) home safety and sanitation;
 - (6) infection control in the home;
 - (7) medically related activities, including taking vital signs;
 - (8) proper nutrition for older persons, with emphasis on nutritional supports for chronic disease states.

¹⁰ Rules and Regulations of the State of Georgia, §290.5.54.-09(5)and (6)

¹¹ Rules and Regulations of the State of Georgia, §290.5.54.-09 (6)(b)

- (c) The training program shall be conducted under the direction of a licensed registered nurse, or a health care professional with education and experience commensurate with that of a licensed registered nurse, at a minimum.

§308.13 Administrative requirements.

- (a) The provider shall establish and implement written policies and procedures that define the scope of the personal care services it offers and the type(s) of clients to be served.
- (b) Provider agencies shall maintain accurate administrative, fiscal, personnel, and client case records that shall be accessible and available to authorized representatives of the Area Agency on aging, the Division of Aging Services, the Department of Human Resources, and others as required by law.
- (c) Providers shall assure that all prospective employees are screened through the state criminal records investigation process.¹²
- (d) Service agreements. No provider shall offer to contract for or provide a client any personal care service that it cannot reasonably expect to deliver.
 - (1) Each provider shall develop and implement policies and procedures for service agreements. All services provided to a client shall be based on a written service agreement entered into with the client or the client's responsible party. The agreement shall include:
 - (A) Date of referral (date on which the provider received the specific referral to provide personal care services to an individual client);
 - (B) Date the provider makes initial contact with the client for services;
 - (C) Description of services/activities needed, as stated by the client or responsible party;

¹² Georgia Department of Human Resources Human Resource/Personnel Policy #504, O.C.G.A. §35-3-38, §49-2-14, and §31-7-350 *et seq.*; Criminal Code of Georgia O.C.G.A., Title 16; Code of Federal Regulations 42, IV, §438.420 (d) (1) (iii).

- (D) Description of the services to be provided, staff to be assigned, expected duration and frequency of services;
- (E) Agency charges for services rendered (if applicable), and whether the charges will be paid in full or in part by the client or family; methods of billing and payment;
- (F) Any special arrangements required for providing supplies, equipment, assistive devices;
- (G) Information about the client's/family's opportunity to contribute voluntarily toward the cost of services;
- (H) Client's acknowledgement of receipt of "Client's Rights and Responsibilities" written notification. (See Appendix 308-A for listing of rights and responsibilities);
- (I) A telephone number for the provider which the client can call for information, questions, or to file complaints about the services supplied by the provider and information regarding supervision by the agency of the services to be provided;
- (J) The telephone number of the state licensing authority (DHR) for information and filing of complaints which have not been resolved satisfactorily at the local level;
- (K) Signatures of the provider's representative and the client or responsible party and date signed; or in the case of refusal to sign, such refusal shall be noted on the agreement with an explanation from the provider's representative.

- (2) Providers shall complete service agreements for new clients *not later than the second visit to the client's residence to provide services, or not later than seven calendar days after services initially are provided in the residence, whichever date is earlier*. If unable to complete the service agreement for good cause, the provider will document the reasons in the client record. Subsequent revisions to the initial service agreement may be indicated by the provider noting in the client record the specific changes in service (e.g. addition, reduction or deletion of services; changes in duration, frequency or scheduling; changes in charges for service.) that will occur, documentation that changes were discussed with and agreed to by client/responsible party, who signed the initial agreement prior to the changes occurring.
 - (3) The client, or his/her representative, has the right to cancel any service agreement at any time and shall be charged only for actual services rendered prior to notifying the provider of cancellation. The provider may assess a reasonable charge for travel and staff time if notice of cancellation is not provided in time to cancel a previously scheduled home visit for service delivery.
- (e) The provider agency shall maintain appropriate and adequate liability coverage on all employees who are connected with the delivery and performance of personal care services.
- (f) provider agency shall furnish adequate identification (ID) to employees who provide personal care services or who have direct contact with clients/caregivers.
- (1) Each employee shall carry the ID and either wear it on his/her person or present it to the client/caregiver upon request.
 - (2) An adequate ID is one that is made of permanent materials and that shows the provider agency name, the employee's name, title, and a photograph of the employee.
 - (3) The provider shall issue the ID at the time of employment and shall require the return of the ID from each employee upon termination of employment.

- (g) The provider agency shall ensure that no personal care service worker is a member of the immediate family¹³ of the client/caregiver being served by that worker.

- (h) Each provider agency shall establish and enforce a code of ethics and employee conduct which is distributed to all employees and clients/families. The code shall provide for workers' use of bathroom facilities, and with the client's consent, allow workers to eat lunch or snacks, provided by the workers, in the client's home. The code of ethics shall include, at a minimum, prohibitions regarding:
 - (1) Consumption of clients' food or drink, except for water.
 - (2) Use of clients' telephones for personal calls.
 - (3) Discussion of one's own or others' personal problems, religious or political beliefs with the client.
 - (4) Bringing other persons, including children, not involved ed in providing care to the clients' homes.
 - (5) Solicitation or acceptance of tips or gifts in the form of money or goods for personal gain from clients/caregivers.
 - (6) Consumption of alcoholic beverages, or use of medicines or drugs for any purpose, other than as prescribed for medical treatment, in the clients' homes or prior to being present in the home to provide services.
 - (7) Smoking in clients' homes.
 - (8) Breach of the clients'/caregivers' privacy or confidentiality of information and records.
 - (9) Purchase of any item from the client/caregiver, even at fair market value.
 - (10) Assuming control of the financial or personal affairs, or both, of the client or his/her estate, including accepting power of attorney or guardianship.

¹³ Immediate family is defined as a parent; sibling; child by birth, adoption, or marriage; spouse; grandparent; or grandchild.

- (11) Taking anything from the client's home.
- (12) Committing any act of abuse, neglect or exploitation.
- (i) Agency Administrator. The governing body shall appoint an administrator who shall have full authority and responsibility for the operation of the provider organization and who meets the minimum qualifications of the Rules and Regulations of the State of Georgia, §290.5.54.-09(3).
- (j) Record keeping.
 - (1) Client records. Providers shall maintain separate files, in a manner specified or approved by the Division, containing all written records pertaining to the services provided for each client served, including, at a minimum, the following:
 - (A) Assessment and reassessment documentation, gathered through the use of instruments or inventories specified or approved by the Division of Aging Services ;
 - (B) Identifying information including the name, address, telephone number of the client/responsible party, if applicable, and emergency contact information.
 - (C) Current service agreement;
 - (D) Current service plan;
 - (E) Documentation of tasks performed by personal care staff.
 - (F) Documentation of findings of home supervisory visits , unless reflected in the service plan.
 - (G) Any material reports from or about the client that relate to the care being provided, including items such as progress notes and problems reported by employees of the provider agency; communications with personal physicians or other health care providers; communications with family members or responsible parties, and any other pertinent information.

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- (H) The names, addresses and telephone numbers of the client's personal physicians, if any;
 - (I) The date of the referral.
 - (J) Any and all additional information requested or required by the Division.
- (2) Retention and confidentiality of client records.
- (A) Providers shall establish and implement written policies and procedures for the maintenance and security of client records, specifying who shall supervise the maintenance of records; who shall have custody of records; to whom records may be released and for what purposes.
{Also see §308.13(j)(2)(C).}
 - (B) At a minimum, providers shall retain client records for six years from the date of the last service provided.
 - (C) Providers shall maintain the confidentiality of client records. Employees of the provider shall not disclose or knowingly permit the disclosure of any information in a client record except to other appropriate provider staff; staff of other service provider agencies, on a need to know basis, including case managers from case management agencies who are coordinating all services for clients; the client; the responsible party (if applicable); the client's physician or other health care provider; the Department of Human Resources; the Division of Aging Services; other individuals authorized by the client in writing, or by subpoena.
- (3) Personnel records. Providers shall maintain separate written records for each employee, including the following:
- (A) Identifying information: name, address, telephone number, emergency contact person(s);

- (B) Employment history for previous five years or complete history if the person has not been employed for five years;
 - (C) Documentation of qualifications;
 - (D) Documentation of a satisfactory tuberculosis screening test upon employment and annually thereafter;
 - (E) Date of employment;
 - (F) Individual job descriptions or statements of persons' duties and responsibilities;
 - (G) Documentation of completion of orientation and training requirements.
 - (H) Documentation of an annual performance evaluation, at a minimum;
- (4) Reports of complaints and incidents.
Providers shall maintain:
- (A) files of all documentation of complaints submitted in accordance with Rules and Regulations of the State of Georgia;
 - (B) all incident reports or reports of unusual occurrences (falls, accidents, etc.) that affect the health, safety and welfare of the clients, for a minimum of six years;
 - (C) documentation of action taken by the provider to resolve clients' complaints and to address any incident reports or unusual occurrences.

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§308.14 Mandatory reporting of suspected abuse, neglect or exploitation.

All staff of personal care service provider agencies involved in the direct care of clients in their homes, or supervision of direct care workers, are mandated reporters according to state law¹⁴ and shall be familiar with and be able to recognize situations of possible

¹⁴ O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Persons."

abuse, neglect or exploitation or likelihood of serious physical harm to persons receiving services. Staff are responsible for following agency procedures for reporting suspected abuse, neglect or exploitation to the appropriate law enforcement agency, prosecuting attorney, or county department of family and children services. The provider agency shall develop procedures for personal care assistants to communicate such situations for reporting through appropriate supervisory channels.

§308.15 Service Availability

Providers of personal care services shall assess the needs of consumers in the communities in which services are provided to determine the extent to which consumers need services outside of regular business hours, on weekends and on holidays, and incorporate into business plans strategies to expand capacity to meet those needs. Providers may establish differential unit costs for services provided outside of core agency hours, if the provision of such service actually results in an increased cost to the agency.

§308.16 Provider Quality Assurance and Program Evaluation.

- (a) The Area Agency on Aging shall assure that each provider of personal care services shall develop and implement an annual plan to evaluate and improve the effectiveness of program operations and services to ensure continuous improvement in service delivery. The provider shall include direct care workers and supervisory staff in the evaluation process and in the development of improvement goals and strategies.
- (b) The evaluation process shall include, but not be limited to:
 - (1) a review of the existing program's operations.
 - (2) satisfaction survey results from participants and their families (when involved), and job satisfaction survey results from staff.
 - (3) an assessment of achievement of client outcomes;
 - (4) program modifications made that responded to changing needs of participants and staff.
 - (5) proposed program and administrative improvements.

- (c) Each contracting organization shall prepare and submit annually to the Area Agency on Aging a written report which summarizes evaluation findings, improvement goals and implementation plan. The report shall be submitted no later than the end of the first quarter of the new fiscal year (September 30.)

§308.17 Fiscal Management

Contractors providing personal care services shall practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting. Contractors will use the Division's Uniform Cost Methodology on an annual basis to analyze, evaluate and manage the costs of the program.

§308.18 Quality Assurance and Compliance Monitoring

The Area Agency on Aging and the Division of Aging Services periodically will monitor and evaluate personal care service program performance to determine the degree to which defined program outcomes and objectives, and individual client outcomes, have been or are being accomplished. The Area Agency shall monitor for compliance with these and any other requirements not reviewed by any other entity and evaluate contract agency performance on at least an annual basis. The AAA shall provide written feedback to contractors on the findings, and technical assistance for continuous quality improvement. The AAA will take into account the findings of the contractor's self-evaluation.

Effective Date:

Upon Issuance. AAAs shall assure that providers subject to the requirements receive a copy of this chapter in a timely manner and shall allow providers a reasonable period of time to make adjustments to comply.

Appendix 308-A
Client Rights and Responsibilities
and
Complaint Resolution

Client Rights and Responsibilities

Providers of personal care services shall establish and implement written policies and procedures outlining the rights and responsibilities of clients. Client rights and responsibilities include:

1. The right to be informed about the plan of service and to participate in the planning process.
2. The right to be promptly and fully informed of any changes in the plan of service.
3. The right to accept or refuse service.
4. The right to be fully informed of the charges for service, if applicable.
5. The right to be informed of the name, business telephone number and business address of the person supervising the services and how to contact that person.
6. The right to be informed of the complaint procedures; the right to submit complaints without fear of reprisal; and the right to have complaints investigated within a reasonable period of time. The complaint procedure shall include the name, business address, and telephone number of the person designated by the provider to handle complaints and questions.
7. The right of confidentiality of client records.
8. The right to have one's property and residence treated with respect.
9. The right to obtain written notice of the address and telephone number of the state licensing agency, with additional explanation of the Department's responsibility of licensing providers and investigating client complaint which appear to involve licensing violations.
10. The right to obtain a copy of the provider's most recently completed report of licensure inspection from the provider, upon request.
11. The responsibility of the client, and any responsible party, to advise the provider of any changes in the client's condition, or any events which affect the client's/caregiver's service needs.

Complaint resolution:

Providers shall describe in writing the manner in which complaints are to be handled and resolved.

Policies shall include procedures for clients and others to present complaints about services, either orally or in writing. Procedures also shall indicate that complaints will be addressed and resolved in a timely manner. The provider shall supply all clients and responsible parties with the specific telephone number of the provider, for information, questions or complaints about services being delivered.

APPENDIX #4

**Georgia Department of Human Resources Division of Aging Services
Requirements for Non-Medicaid Home and Community Based Services**

Section 300

Individual Service Requirements

§310 In-Home Respite Service Requirements

**June 2002
revised 5/2004**

§310.1 Purpose

This chapter establishes the requirements to be followed when Area Agencies on Aging provide or contract for the provision of in-home respite services to caregivers of frail elderly people, or persons of any age with Alzheimer's disease or related dementias. Please note that these requirements relate generally to the provision of in-home respite care services and certain regulatory issues. There will be exceptions to some provisions, based on individual fund source requirements.

§310.2 Scope and Definitions.

These requirements apply to services provided in whole or in part with non-Medicaid federal and state funds¹ managed by Area Agencies, and any associated matching funds. These requirements apply to respite services provided to eligible persons in their places of residence or the residence of a caregiver. The following definitions are used in connection with in-home respite care services.

- (a) Respite care² – the provision of intermittent and temporary substitute care or supervision of frail, functionally impaired and/or cognitively impaired persons on behalf of and in the absence of the primary caregiver, for the purpose of providing relief from stress or responsibilities associated with providing continuous care or supervision, to enable the caregiver to continue the provision of care in the home. Respite care is provided by appropriately trained and supervised paid workers who attend to the needs of the care receiver in the same manner as the primary caregiver, in their place of residence.
- (b) Caregiver – in general, the family member or other person who normally provides the daily care or supervision of the frail or disabled elderly adult.³ The caregiver may or may not reside in the same place as the care receiver.
- (c) Continuous Care or Supervision – Assistance to and/or oversight of a person on a regular basis.

¹ Eligible funds sources are the Older Americans Act, Title III-B, and Title III-E (supplemental services); the Social Service Block Grant; the State Funded Alzheimer's Program; and the State Community Based Services Program.

² Refer to Appendix 310-C for information regarding "companion-sitter" services.

³ Exceptions to the care receiver being elderly (60+) are noted in program requirements for the National Family Caregiver Support Program and the Georgia State-funded Alzheimer's Program.

- (d) Dementing illness – a condition characterized by the loss or impairment of intellectual abilities of sufficient severity to interfere with social or occupational functioning.
- (e) Emergency respite care – the immediate placement of a trained, in-home respite care worker in the home in response to and during an emergency or unplanned event to substitute for the primary caregiver. An emergency is:
 - (1) an unplanned event that results in the immediate and unavoidable absence of the caregiver at a time when no other qualified or appropriate substitute caregiver is available; or
 - (2) an unplanned situation that prevents the caregiver from providing the care needed by the frail older person; or
 - (3) an unplanned event that threatens the health and safety of the frail older person, including in changes in health status of the caregiver.

§310.3 Service provider eligibility

Area Agencies may contract for the provision of in-home respite services only with those agencies licensed as private home care providers, in accordance with the Rules of the Department of Public Health, Chapter 290-5-54 and O.C.G.A. §31-7-300 et seq. If an Area Agency intends to provide this service directly, it is subject to licensure requirements. All rules of that code section apply and take precedence over any of these requirements which may conflict.

§310.4 Target groups.

The target groups for this service are frail older persons, or adults with dementing illnesses, who are functionally impaired in their ability to perform regular activities of daily living, and their caregivers. The functional impairments may result from both physical limitations and/or cognitive impairment.

§310.5 Eligibility and Clients Defined.

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- (a) For the non-Medicaid Home and Community Based Services Program⁴, eligible individuals will meet the following criteria:

⁴ This program is defined as the services provided through Title III of the Older Americans Act, the Social Services Block Grant (SSBG), the State-Funded Alzheimer's Program, the Georgia Caregivers Resource Center (GCRC), and the State Community Based Services (CBS) funding.

- (1) are age 60 and over, with the exception of those persons who receive services through the State-funded Alzheimer's Program, who have Alzheimer's Disease or a related disorder⁵ ; and
 - (2) have at least a moderate degree of physical or mental disability or disorder which restricts his/her ability to perform basic activities of daily living, or which threatens his/her capacity to live independently;
 - (3) who receives care from an adult relative or friend on an informal, but regular basis; and
 - (4) whose caregiver(s) is/are in need of relief from the duties of caregiving in order to be able to continue to provide support to maintain the person at home.
- (b) For the National Family Caregiver Support Program, the adult providing care is considered the primary client, and shall meet one or more of the following criteria or definitions:
- (1) Family Caregiver - an adult family member, or another individual, who is an informal provider of in-home and community care to an older (age 60 and above) individual; or
 - (2) Older individuals age 60 and above providing care and support to older persons age 60 and above, or age 18 and under, with mental retardation and related developmental disabilities.⁶
 - (3) The frail older care receiver will meet one of the following criteria:
 - (A) Is unable to perform at least two activities of daily living without substantial human assistance, including verbal or

⁵ Other dementias and conditions may include, but are not limited to, other cortical dementias, such as Pick's disease; vascular dementias, including multi-infarct dementias (stroke); neurological disorders, including hydrocephalus, Parkinson's disease, subdural hematoma, and primary or metastatic brain tumors; dementias associated with chronic infections, including syphilis, tuberculosis, slow viruses, HIV/AIDS, and Creutzfeldt-Jakob disease.

⁶ Related developmental disabilities are defined in section 102 of the Developmental Disabilities and Bill of Rights Act (42 U.S.C. 6001). See Appendix 310-B.

physical cueing or supervision;
or--

- (B) Due to cognitive or other mental impairment, requires substantial supervision, because of behaviors that pose serious health of safety hazards to self or others.
- (c) Providers shall not accept persons whose maintenance and care needs cannot be adequately met by the agency in the clients'/care receivers' or caregivers' place of residence. Persons with the following conditions may not be appropriate for respite services unless the agency determines that assigned staff are properly qualified to deal with the conditions and/or it is safe for both the respite worker and the care receiver:
 - (1) care receiver has medical conditions that require constant medical monitoring.
 - (2) care receiver and/or caregiver is actively infected with a communicable disease.
 - (3) care receiver has emotional or behavioral disorders that result in destructive or disruptive behaviors.

§310.6 Access to Services

Consumers may request services or be referred by a physician, hospital, case manager, family member, friend, or other service provider. The Area Agency on Aging shall screen all applicants for service. Subject to the availability of services, area agencies will initiate service, if providing directly; or refer appropriate applicants to provider organizations or other resources; or place applicants on a waiting list for services.⁷ When available, services will be provided in the client's/care receiver's or family caregiver's place of residence. Service shall not be provided in a nursing home, personal care home or other setting where the provision of this service is included in the cost of care.

§310.7 Service Activities.

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- (a) Respite care activities are planned with input from the caregiver, (and the care receiver, if appropriate), based upon an assessment of both of their needs and the degree of physical

⁷ The Area Agency is responsible for providing notice to applicants of the disposition of their requests for service. Subcontractors are responsible for providing notice of service status to persons once they have been referred for service and a case manager or provider staff has conducted the face-to-face assessment. Suggested forms have been provided to Area Agencies under separate cover.

and/or cognitive impairment of the care receiver. Service activities are grouped into three levels, according to the skill required of the respite care worker to perform the activity.

- (1) Level 1: Helping the care receiver with activities which require no special qualifications/training, such as providing companionship, supervision, light housekeeping, social or leisure activities, or simple meal preparation (cooking or reheating).
 - (2) Level 2: Helping with activities of daily living for which special qualifications/training is required, but for which a licensed health practitioner is not required, including personal care, lifting, turning, transferring, providing reminders for and assistance with self-administration of medications.
 - (3) Level 3: Providing medically related services, such as medication administration, health monitoring or wound dressing and any other tasks which must be performed by a licensed health practitioner (LPN or RN).
- (b) Service activities performed by in-home respite care workers do not include:
- (1) pet grooming/pet care;
 - (2) home maintenance and repair, including changing storm windows;
 - (3) moving heavy objects or furnishings; lawn care, gardening, raking or snow removal;
 - (4) physical, speech or occupational therapies, unless performed by qualified, license health care professionals;
 - (5) medical social services;
 - (6) home health aide services provided by a home health agency;
 - (7) assisting with personal finances and mail, including paying bills and writing checks;

- (8) performing tasks not assigned by the supervisor or case manager and reflected in the care plan.

§310.8 Service outcomes.

Service providers shall ensure that their services achieve the following outcomes.

- (a) Quality in-home respite services are provided at reasonable cost.
- (b) Service planning and delivery reflects staff's sensitivity to caregivers' and care receivers' special needs.
- (c) Services are designed to capitalize on the individuals' remaining strengths, lessen the burden of impairment for older adults, and to lessen the burden of providing care.
- (d) Services provided are based on a plan individualized for each client's and caregiver's needs, in the manner and times promised.
- (e) The provider is able to expand service capacity and improve quality with additional revenue generated through voluntary contributions and client cost share, when applicable.
- (f) The special physical, emotional and psychological needs of the caregiver and the care receiver are addressed with a goal of reducing, delaying or preventing the need for the care receiver to be permanently placed in an institutional setting.

§310.9 State Licensure

Providers of in-home respite services must demonstrate compliance with all applicable licensure requirements for private home care providers under the Rules and Regulations of the State of Georgia as found at §290-5-54. Also refer to DAS Manual Chapter 208 "In-Home Services."

§310.10 Delivery characteristics.

Service providers will deliver services in the following manner.

- (a) Assessment. The delivery of service shall be planned and carried out in accordance with specific caregiver and care receiver needs as determined by the designated administrative or program staff during the in-home assessment, based on the use of the Montgomery-Borgatta Caregiver Burden Scale, the DON-R instrument and other instruments or inventories as indicated or

required. The initial assessment is conducted by the Area Agency, a provider of case management services or the in-home respite service provider agency, depending upon the arrangements for client assessment negotiated by the Area Agency.

(b) Service plan.

(1) Designated staff shall begin developing the service plan, using a format provided or approved by DAS, with the client and/or family during the in-home assessment visit. The service plan, at a minimum, shall include:

- (A) information which clearly links the services to be provided with both the degree of caregiver burden identified by the Montgomery-Borgatta Scale and the functional impairments and unmet need for care identified by the DON-R and other instruments used to assess clients and caregivers;
- (B) types of service required/tasks requested or indicated and tasks to be performed;
- (C) the expected days, times, frequency and duration of visits in the client's residence;
- (D) estimated duration of the need for service;
- (E) the stated goals and objectives of the service; and
- (F) discharge plans.

(2) When applicable to the condition of the client and the services to be provided, the plan shall also include information on pertinent diagnoses; medications and treatments; equipment needs; and dietary and nutritional needs.

(3) The service supervisor /case manager shall complete the plan within seven working days after services initially are provided in the residence. Plans are to be revised as necessary, and reviewed and updated by staff members involved in serving the client at the

time of each supervisory visit. See §310.10(e) for standards for frequency of visits.

(c) Service initiation.

- (1) The provider agency has the discretion to begin providing minimal levels of service prior to the completion of the initial service plan, in situations in which emergency or unplanned care is needed .
- (2) The agency shall initiate services within no more than ten working days from the date of receiving the referral, and thereafter deliver them on a regular basis in accordance with the established service plan.
- (3) The provider agency shall make a contact within the first four weeks of service initiation to ensure caregiver and client satisfaction, and annually thereafter for the duration of the service relationship.

(d) Placement of respite care worker.

Supervisory staff shall assure that, prior to beginning to provide services, each respite care worker receives information about:

- (1) the care receiver's daily routine, including his/her strengths and weaknesses, special assistance requirements, activities s/he enjoys, etc.
- (2) any unique or special assistance procedures the respite worker may need to perform in the caregiver's absence. These procedures should be demonstrated by the caregiver.
- (3) an explanation by the caregiver of any situations which could result in an emergency, including a clarification of what could happen, the appropriate response, and whom to contact.
- (4) an explanation by the caregiver of the fire exit plan for the residence, location of first aid supplies, and any special instructions/ restrictions on use or operation of household appliances.

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- (e) Supervisory/monitoring visits. The appropriate provider agency supervisory staff shall make visits to each client's or caregiver's residence, in accordance with time frames established by state licensure requirements⁸, starting from the date of initial service in a residence, or as changes in the level of care requires, to ensure that the client's (and/or caregiver's if present) needs are met. The visit shall include an evaluation of the client's general condition, vital signs, a review of progress toward goal attainment, any problems noted, and the caregiver's/care receiver's satisfaction with services. Supervisory staff also shall observe and note the appropriateness of the level of services being provided and any adjustments in the service plan needed. If significant changes in either or both of the caregiver's or care receiver's condition/situation are observed at any time, staff of the provider agency, or case management agency, if involved, shall initiate a complete reassessment, using the formal instruments indicated. [See §310.10(f)]
- (f) Reassessment. Depending upon the options exercised by the Area Agency to conduct client assessments, designated Area Agency, case management, or provider agency staff shall reassess each caregiver and client within 30 days of the end of the first twelve months of service provision, and, at a minimum, annually thereafter; or more frequently, based on changes in the caregiver's situation, caregiver's functional status or other conditions.
- (1) Designated staff responsible for assessment activities shall conduct reassessments, either when contact with the caregiver and client indicates the caregiver's and/or client's needs have changed, or when staff providing services or the caregiver observe and report that needs have changed.
- (3) The reassessment shall address changes in the burden level of the caregiver and in the cognitive, emotional, physical, functional, economic or physical/social environment in which the caregiver/client live, using scales and

⁸ Supervisory visits for Level 1 Respite Care shall occur every 122 days; for Level 2 Respite Care, every 92 days; and for Level 3 Respite Care, every 62 days, based on the types of assistance being provided.

rev. 5/2004

instruments specified by DAS. Staff responsible for reassessment shall involve the respite care worker in the process, by obtaining feedback from the worker regarding the appropriateness of the service plan (tasks to be performed, scheduling, etc.), adequacy of supplies and equipment, and relationship with the caregiver/care receiver, and adjust the service plan accordingly.

- (g) Emergency contact. An emergency contact person must be identified by each caregiver and maintained in the provider agency's caregiver/client record. If no emergency contact person is identified, the provider shall list the local emergency response service (example: 911 service) or local law enforcement agency as the contact. The emergency contact person and phone number(s) shall be verified and updated at the time of reassessment.
- (h) Service termination and discharge.
 - (1) The provider agency shall discontinue services:
 - (A) upon the death of the care receiver, or entry of the care receiver into a personal care home or nursing home, or when there is no longer a need for the service.
 - (B) when the client or caregiver is non-compliant with the plan of care through persistent actions of the client or family which negates the services provided by the agency, but only after all attempts to counsel with the client/family have failed to produce a change in behavior leading to compliance.
 - (C) when the care receiver or caregiver threatens or abuses the respite care worker or other agency staff to the extent that the staff's welfare and safety are at risk and good faith attempts at corrective action have failed.

- (D) when the provider agency resources are not adequate to meet the needs of the caregiver and care receiver.
- (E) upon the request of the caregiver.
- (2) The provider agency shall provide written notice of termination and discharge at least 21 calendar days prior to the date of discharge, when applicable.
- (4) During the 21-day period, the provider shall work with the Area Agency and/or case management provider to make appropriate arrangements with the client and/or family for transfer to another agency, institutional placement, or other appropriate care.
- (5) The provider shall continue to provide care in accordance with the service plan for the 21-day notice period or until alternate arrangements can be made, whichever occurs first, unless supervisory staff determine that staff providing respite care are at immediate risk of harm.

§310.11 Staffing.

Providers of in-home respite services shall have sufficient numbers of qualified staff, as required by the Department of Human Resources rules and regulations, and/or the Division of Aging Services service requirements, to provide services specified in the service agreements with clients. Agencies providing in-home respite services shall adhere to all requirements regarding staffing and supervision as stated in the rules of the Department of Human Resources Public Health, Chapter 290-5-54, regarding the licensure of Private Home Care Providers. The provider may employ in-home respite assistants to perform in-home respite tasks. These staff qualify for employment in this capacity upon:

- (a) successful completion of nurse aide training and competency evaluation program; *or*
- (b) successful completion of a competency examination for nurse aides recognized by the Department; *or*
- (c) successful completion of a health care or in-home respite credentialing program recognized and approved by the Department; *or*

- (d) successful completion or progress toward the completion of a 40-hour training program provided by a private home care agency.

§310.12 Orientation and training requirements.

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The provider agency shall provide services with personnel who meet the qualifications and competencies to perform services requested and agreed upon by the client or family. The agency shall arrange or provide 40 hours of core training to in-home respite assistants who have not completed a course of licensure or certification as described in §310.10 (a)-(c), 20 hours of which must be completed before the assistants begin to work with clients.

- (a) The provider agency is responsible for the following:
- (1) providing to all personnel an orientation for personnel to their job responsibilities including, but not limited to:
- agency policies and procedures;
 - orientation to the philosophy and values of community integration and consumer-driven care;
 - recognizing changes in caregiver and clients' conditions indicating the need for emergency procedures or health services;
 - agency code of ethics and employee conduct;
 - consumers' rights and responsibilities;
 - the agency's complaint handling process;
 - process for reporting client progress and problems to supervisory staff, including suspected cases of abuse, neglect or exploitation;
 - the employee's obligation to inform the employer of known exposure to tuberculosis and hepatitis, or any other communicable disease.

- maintenance of documentation to demonstrate that an individual is able to perform the services for which s/he is responsible; and
- (3) assuring that the staff responsible for directing/ providing training meet minimum qualifications.
 - (4) for requiring each employee to participate in a minimum of eight clock hours annually of in-service or additional training as appropriate.
- (b) The provider agency may provide the training directly or assist employees in locating and attending the appropriate training. Additional training shall be directed at improving the ability of employees to meet the needs of the caregiver, the client ,and support accomplishment of service outcomes. Specific training content for in-home respite assistants includes, but is not limited to:
- (1) assisting with ambulation and transfer of clients, including positioning;
 - (2) assistance with bathing, toileting, grooming, shaving, dental care, dressing and eating;
 - (3) first aid and adult cardiopulmonary resuscitation (CPR);
 - (4) caring for persons with special conditions and needs, so long as the services provided are within the scope of tasks authorized to be performed and skill level and qualification of assigned worker(s).
 - (5) home safety and sanitation;
 - (6) infection control in the home;
 - (7) medically related activities, including taking vital signs;
 - (8) proper nutrition for older persons, with emphasis on nutritional supports for chronic disease states.
- (c) The training program shall be conducted under the direction of a licensed registered nurse, or a health care professional with education and experience commensurate with

that of a licensed registered nurse, at a minimum.

§310.13 Administrative requirements.

- (a) The provider shall establish and implement written policies and procedures that define the scope of the in-home respite services it offers and the type(s) of clients to be served.
- (b) Agencies shall maintain accurate administrative, fiscal, personnel, and client case records that shall be accessible and available to authorized representatives of the area agency on aging, the Division of Aging Services, the Department of Human Resources, and others as required by law.
- (c) Providers contracting with Area Agencies on Aging shall assure that all prospective employees are screened through the state criminal records investigation process.⁹
- (d) Service agreements. No provider shall offer to contract for or provide a caregiver or client any in-home respite service that it cannot reasonably expect to deliver.
 - (1) Each provider shall develop and implement policies and procedures for service agreements. All services provided to a caregiver/ care receiver shall be based on a written service agreement entered into with the caregiver. The agreement shall include:
 - (A) date of referral (date on which the provider received the specific referral from the AAA to provide in-home respite services to a caregiver and care receiver);
 - (B) date the provider made initial contact with the caregiver for services;
 - (C) description of services/activities needed, as stated by the caregiver and/or client;

⁹ Georgia Department of Human Resources Human Resource/Personnel Policy #504, O.C.G.A. §35-3-38, §49-2-14, and §31-7-350 *et seq.*; Criminal Code of Georgia o.C.G.A., Title 16; Code of Federal Regulations 42, IV, §438.420 (d) (1) (iii).

- (D) description of the services to be provided, staff to be assigned, and expected duration and frequency of services;
- (E) agency charges for services rendered (if applicable), and whether the charges will be paid in full or in part by the client or family; methods of billing and payment;
- (F) any special arrangements required for providing supplies, equipment, assistive devices;
- (G) Information about the opportunity to contribute voluntarily toward the cost of services;
- (H) caregiver's/client's acknowledgement of receipt of "Client's Rights and Responsibilities" written notification. (See Appendix 310-B for listing of rights and responsibilities);
- (I) a telephone number for the provider which the caregiver/client can call for information, to ask questions, or to file complaints about the services supplied by the provider and information regarding supervision by the agency of the services to be provided;
- (J) the telephone number of the state licensing authority (DHR) for information and filing of complaints which have not been resolved satisfactorily at the local level;
- (K) Signatures of the provider's representative and the caregiver /responsible party and date signed; or in the case of refusal to sign, such refusal shall be noted on the agreement with an explanation from the provider's representative.

- (2) Providers shall complete service agreements for new clients not later than the second visit to the residence to provide services, or not later than seven calendar days after services initially are provided in the residence, whichever date is earlier. If unable to complete the service agreement for good cause, the provider will document the reasons in the client record.
 - (3) Subsequent revisions to the initial service agreement may be indicated by the provider noting in the client record the specific changes in service (e.g. addition, reduction or deletion of services; changes in duration, frequency or scheduling; changes in charges for service) that will occur, documentation that changes were discussed with and agreed to by client/responsible party, who signed the initial agreement prior to the changes occurring.
 - (4) The client, or his/her representative, has the right to cancel any service agreement at any time and shall be charged only for actual services rendered prior to notifying the provider of cancellation. The provider may assess a reasonable charge for travel and staff time if notice of cancellation is not provided in time to cancel a previously scheduled home visit for service delivery.
- (e) The provider agency shall maintain appropriate and adequate liability coverage on all employees who are connected with the delivery and performance of in-home respite services.
- (f) The provider agency shall furnish adequate identification (ID) to employees who provide in-home respite services or who have direct contact with clients/caregivers.
- (1) Each employee shall carry the ID and either wear it on his/her person or present it to the caregiver/care receiver upon request.
 - (2) An adequate ID is one that is made of permanent materials and which shows the provider agency name, the

employee's name, title and photograph.

- (3) The provider shall issue the ID at the time of employment and shall require the return of the ID from each employee upon termination of employment.
- (g) The provider agency shall ensure that no in-home respite service worker is a member of the immediate family of the client/caregiver being served by that worker.¹⁰
- (h) Each provider agency shall establish and enforce a code of ethics and employee conduct which is distributed to all employees and clients/families. The code shall provide for workers' use of bathroom facilities, and with the client's consent, allow workers to eat lunch or snacks, provided by the workers, in the client's home. The code of ethics shall include, at a minimum, prohibitions regarding:
 - (1) Consumption of clients' food or drink, except for water.
 - (2) Use of clients' telephones for personal calls.
 - (3) Discussion of one's own or others' personal problems, religious or political beliefs with the client.
 - (4) Bringing other persons, including children, not involved in providing care to the clients' homes.
 - (5) Solicitation or acceptance of tips, gifts, or loans in the form of money or goods for personal gain from clients/caregivers.
 - (6) Consumption of alcoholic beverages, or use of medicines or drugs for any purpose, other than as prescribed for medical treatment, in the clients' homes or prior to being present in the home to provide services.
 - (7) Smoking in clients' homes.

¹⁰ Immediate family is defined as a parent; sibling; child by blood, adoption or marriage; spouse; grandparent; or grandchild.

- (8) Breach of the clients'/caregivers' privacy or confidentiality of information and records.
 - (9) Purchase of any item from the client/caregiver, even at fair market value.
 - (10) Assuming control of the financial or personal affairs, or both, of the client or his/her estate, including accepting power of attorney or guardianship.
 - (11) Taking anything from the client's home.
 - (12) Committing any act of abuse, neglect or exploitation.
- (i) Agency Administrator. The governing body shall appoint an administrator who shall have full authority and responsibility for the operation of the provider organization and who meets the minimum qualifications of the Rules and Regulations of the State of Georgia, §290.5.54.-09(3).
- (j) Record keeping.
- (1) Client records. Providers shall maintain separate files, in a manner specified or approved by the Division, containing all written records pertaining to the services provided for each client served, including, at a minimum, the following:
 - (A) Assessment and reassessment documentation, gathered through the use of instruments or inventories specified or approved by the Division of Aging Services ;
 - (B) Identifying information including the name, address, telephone number of the client/responsible party, if applicable;
 - (C) Current service agreement;
 - (D) Current service plan;
 - (E) Documentation of tasks performed by in-home respite care staff.

- (F) Documentation of findings of home supervisory visits unless reflected in the service plan.
 - (G) Any material reports from or about the client that relate to the care being provided, including items such as progress notes and problems reported by employees of the provider agency; communications with personal physicians or other health care providers; communications with family members or responsible parties, and any other pertinent information.
 - (H) The names, addresses and telephone numbers of the client's personal physicians, if any;
 - (I) The date of the referral.
 - (J) Any and all additional information requested or required by the Division.
- (2) Retention and confidentiality of client records.
- (A) Providers shall establish and implement written policies and procedures for the maintenance and security of client records, specifying who shall supervise the maintenance of records; who shall have custody of records; to whom records may be released and for what purposes. {Also see §310.13(j)(2)(C).}
 - (B) At a minimum, providers shall retain client records for six years from the date of the last service provided.
 - (C) Providers shall maintain the confidentiality of client records. Employees of the provider shall not disclose or knowingly permit the disclosure of any information in a client record except to other appropriate

provider staff; staff of other service provider agencies, on a need to know basis, including case managers from case management agencies who are coordinating all services for clients; the client; the responsible party (if applicable); the client's physician or other health care provider; the Department of Human Resources; the Division of Aging Services; other individuals authorized by the client in writing, or by subpoena.

- (3) Personnel records. Providers shall maintain separate written records for each employee, including the following:
 - (A) Identifying information: name, address, telephone number, emergency contact person(s);
 - (B) Employment history for previous five years or complete history if the person has not been employed for five years;
 - (C) Documentation of qualifications;
 - (D) Documentation of satisfactory tuberculosis screening test results upon employment and annually thereafter;
 - (E) Date of employment;
 - (F) Individual job descriptions or statements of persons' duties and responsibilities;
 - (G) Documentation of completion of orientation and training requirements.
 - (H) Documentation of an annual performance evaluation, at a minimum.

- (4) Reports of complaints and incidents. Providers shall maintain:
 - (A) files of all documentation of complaints submitted in accordance with Rules and Regulations of the State of Georgia;

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- (B) all incident reports or reports of unusual occurrences (falls, accidents, etc.) that affect the health, safety and welfare of the clients, for a minimum of six years;
- (C) documentation of action taken by the provider to resolve clients' complaints and to address any incident reports or unusual occurrences.

§310.14 Mandatory reporting of suspected abuse, neglect or exploitation.

All staff of in-home respite service provider agencies involved in the direct care of clients in their homes, or supervision of direct care workers, are mandated reporters according to state law¹¹ and shall be familiar with and be able to recognize situations of possible abuse, neglect or exploitation or likelihood of serious physical harm to persons receiving services. Staff are responsible for following agency procedures for reporting suspected abuse, neglect or exploitation to the appropriate law enforcement agency, prosecuting attorney, or county department of family and children services. The provider agency shall develop procedures for in-home respite assistants to communicate such situations for reporting through appropriate supervisory channels.

§310.15 Service Availability.

Providers of in-home respite services shall assess the needs of consumers in the communities in which services are provided to determine the extent to which consumers need services outside of regular business hours, on weekends and on holidays, and incorporate into business plans strategies to expand capacity to meet those needs. Providers may establish differential unit costs for services provided outside of core agency hours, if the provision of such service actually results in an increased cost to the agency.

¹¹ O.C.G.A. 30-4, "Protection of Disabled Adults and Elderly Persons."

§310.16 Provider Quality Assurance and Program Evaluation.

- (a) The Area Agency on Aging shall assure that each provider of in-home respite services shall develop and implement an annual plan to evaluate and improve the effectiveness of program operations and services to ensure continuous improvement in service delivery. The provider shall include direct care workers and supervisory staff in the evaluation process and in the development of improvement goals and strategies.
- (b) The evaluation process shall include, but not be limited to:
 - (1) a review of the existing program's operations.
 - (2) satisfaction survey results from participants and their families (when involved), and job satisfaction survey results from staff.
 - (3) an assessment of achievement of client outcomes;
 - (4) program modifications made that responded to changing needs of participants and staff.
 - (5) proposed program and administrative improvements.
- (c) Each contracting organization shall prepare and submit to the Area Agency on Aging a written report which summarizes evaluation findings, improvement goals and implementation plan. The report shall be submitted no later than 30 days following the end of the first quarter of the new fiscal year (September 30.)

§310.17 Fiscal Management.

Contractors providing in-home respite services shall practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting. Contractors will use the Division's Uniform Cost Methodology on an annual basis to analyze, evaluate and manage the costs of the program.

§310.18 Quality Assurance and Compliance Monitoring

The Area Agency on Aging and the Division of Aging Services periodically will monitor and evaluate in-home respite service program performance to determine the degree to which defined program outcomes and objectives, and individual client outcomes, have been or are being accomplished. The Area Agency shall monitor for compliance with these and any other requirements not reviewed by any other entity and evaluate contract agency performance on at least an annual basis. The AAA shall provide written feedback to contractors on the findings, and technical assistance for continuous quality improvement. The AAA will take into account the findings of the contractor's self-evaluation.

Effective Date:

Upon Issuance. AAAs shall assure that providers subject to these requirements receive a copy of this chapter in a timely manner and shall allow providers a reasonable period of time to make adjustments to comply.

Appendix 310-A

42 U.S.C. 6001 – The Disabilities Assistance and Bill of Rights Act

Definition of Developmental Disability

42 U.S.C. 6001 – The Disabilities Assistance and Bill of Rights Act

The term “developmental disability” means a severe, chronic disability of an individual 5 years of age or older that

- (A) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (B) Is manifested before the individual attains age 22;
- (C) Is likely to continue indefinitely;
- (D) Results in substantial functional limitations in three or more of the following areas of major life activity:
 - (i) Self-care;
 - (ii) Receptive and expressive language;
 - (iii) Learning;
 - (iv) Mobility;
 - (v) Self-direction;
 - (vi) Capacity for independent living; and
 - (vii) Economic self-sufficiency; and
- (E) Reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or extended duration and is individually planned and coordinated, except that such term, when applied to infants and young children means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided.

Appendix 310-B
Clients' Rights and Responsibilities
Complaint Resolution

Rights and Responsibilities:

Providers of in-home respite services shall establish and implement written policies and procedures outlining the rights and responsibilities of clients. Client rights and responsibilities include:

1. The right to be informed about the plan of service and to participate in the planning process.
2. The right to be promptly and fully informed of any changes in the plan of service.
3. The right to accept or refuse service.
4. The right to be fully informed of the charges for service, if applicable.
5. The right to be informed of the name, business telephone number and business address of the person supervising the services and how to contact that person.
6. The right to be informed of the complaint procedures; the right to submit complaints without fear of reprisal; and the right to have complaints investigated within a reasonable period of time. The complaint procedure shall include the name, business address, and telephone number of the person designated by the provider to handle complaints and questions.
7. The right of confidentiality of client records.
8. The right to have one's property and residence treated with respect.
9. The right to obtain written notice of the address and telephone number of the state licensing agency, with additional explanation of the Department's responsibility of licensing providers and investigating client complaint which appear to involve licensing violations.
10. The right to obtain a copy of the provider's most recently completed report of licensure inspection from the provider, upon request.
11. The responsibility of the caregiver, or client, or other responsible party to advise the provider of any changes in the caregiver's or client's condition, or any events which affect the client's/caregiver's service needs.

Complaint resolution:

Providers shall describe in writing the manner in which complaints are to be addressed and resolved.

Policies shall include procedures for clients and others to present complaints about services, either orally or in writing. Procedures also shall indicate that complaints will be addressed and resolved in a timely manner. The provider shall supply all clients and responsible parties with the specific telephone number of the provider, for information, questions or complaints about services being delivered.

Appendix 310-C
Companion-Sitter Services

Respite Care and Companion Sitter Services

The DHR Private Home Care Requirements and related rules and regulations as referenced throughout this document provide for the licensure of agencies providing companion-sitter services, rather than respite care services. The Administration on Aging has defined two primary in-home services, homemaker and personal care. The tasks associated with each of these services comprise the activities which are allowable as in-home respite care. In addition, some medically related services may be provided through respite care. In the DAS Taxonomy of Service Definitions, the Division provides a definition of respite care services which clearly connects the provision of the service to the relief of a caregiver.

While we have not created a separate definition for companion sitter services, likewise that service could involve the provision of some limited homemaking activities, but generally are limited to the following types of assistance offered to elderly, functionally impaired or convalescing adults :

- transport and escort services
- light meal preparation and serving
- household tasks essential to cleanliness and safety.

While the definition of companion-sitter services in the DHR rules does include the performance of household tasks, DHR has interpreted the regulation to mean that companion-sitter services are those kinds of tasks that are performed by a caregiver or substitute directly to and for the care receiver. The performance of household tasks is incidental to the primary purpose of serving as the companion for the client. In contrast, while recipients of homemaker services typically are present in the home while services are being provided, their presence is not generally required in order for the homemaker to complete the tasks.

DHR rules interpret the provision of any "hands on" care, such as bathing, assistance with walking and transferring, etc., as personal care and would require the services of a personal care assistant. Personal care assistants also may provide companion-sitter services.

An Area Agency may elect to provide or contract to provide companion-sitter services as a component of respite care, limiting the scope of that service to performing only those type tasks that do not involve "hands on" or personal care: the primary purpose is to provide only watchful oversight through attendant care. Staff employed as companion-sitters must meet the following minimum requirements¹² :

- (i) Be able to read and write, follow verbal and written instructions, and complete written reports and documents;
- (ii) Successfully complete training or demonstrate understanding and practical competency in the following areas:
 - a. understanding the needs and characteristics of elderly, functionally impaired, and convalescing adults;
 - b. meal preparation and serving;
 - c. basic housekeeping, including sanitation and home safety;
 - d. transportation and escort services;

¹² Rules and Regulations, State of Georgia, Chapter 290-5-54.-09(d)(i) and (ii)

- e. handling medical emergencies in the home; and
- f. infection control.

All other requirements for staff orientation, supervision and service administration for in-home respite care services found in §310 also will apply.

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